

# BECHTEL BWXT IDAHO, LLC

## GENERAL PROVISIONS FOR

### FIXED-PRICE CONSTRUCTION SUBCONTRACTS

#### INTRODUCTION:

The terms and conditions of these General Provisions (GPs) and those set forth in the Purchase Order or Subcontract (terms used interchangeably) apply notwithstanding any different or additional terms and conditions which may be submitted or proposed by SUBCONTRACTOR, and CONTRACTOR objects to, and shall not be bound by, any such additional or different terms and conditions. SUBCONTRACTOR must determine what provisions shall be inserted in its lower-tier subcontracts and purchase orders implementing the obligations of SUBCONTRACTOR. By entering into this Subcontract, SUBCONTRACTOR recognizes these obligations and agrees to implement them in its lower-tier subcontracts and purchase orders.

To assist SUBCONTRACTOR in determining what provisions to insert in its lower-tier subcontracts and purchase orders, articles required, in part or in full, to be passed down to SUBCONTRACTOR's lower-tiers, are indicated by **bold-face** print. Nevertheless, Subcontractor ultimately remains responsible to determine the provisions to be included in its lower-tier subcontracts and purchase orders.

Certain Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses and articles applicable to this Subcontract are incorporated herein by reference as if set forth in their entirety. All references herein to the FAR and DEAR are those in effect under CONTRACTOR's prime contract with Department of Energy (DOE) as of the date of the solicitation for the Subcontract, unless otherwise indicated. For such articles incorporated by reference, and such articles only, the following definitions apply:

- a. "DOE" means the Department of Energy.
- b. "Government" means CONTRACTOR.
- c. "CONTRACTOR" means SUBCONTRACTOR.
- d. "SUBCONTRACTOR" means SUBCONTRACTOR's lower-tier SUBCONTRACTOR.
- e. "Contracting Officer" means CONTRACTOR's SUBCONTRACT ADMINISTRATOR.
- f. "Contract" means this Purchase Order or Subcontract.

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## GP-1 GENERAL

1. The Subcontract, which includes related plans, drawings, specifications and other applicable Subcontract documents, contains the entire agreement and understanding between the parties as to the subject matter of this Subcontract and merges and supersedes all prior agreements, understandings, commitments, representations, writings and discussions between them. Neither of the parties will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of this Subcontract. The parties agree that recourse may not be had to allege prior dealings, usage of trade, course of dealing, or course of performance to explain or supplement the express terms of this Subcontract.
2. The failure of either party to enforce at any time any of the provisions of the Subcontract, or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Subcontract or any parts thereof, or the right of either party thereafter to enforce each and every provision.
3. The headings used in the Subcontract are not to be construed as modifying, limiting or expanding, in any way, the scope or extent of the provisions of the Subcontract, unless otherwise indicated.
4. SUBCONTRACTOR shall perform all work pursuant to the Subcontract as an independent CONTRACTOR. If any part of the work is subcontracted, SUBCONTRACTOR is responsible for having that subcontracted work comply with the terms of the Subcontract.
5. No act or order of CONTRACTOR will be deemed to be an exercise of supervision or control of performance hereunder. No provision of the Subcontract and no action taken by CONTRACTOR under the Subcontract shall be construed to make or constitute CONTRACTOR as the employer or joint employer of any employee of SUBCONTRACTOR or its lower-tier SUBCONTRACTOR(s).

## GP-2 DEFINITIONS

As used throughout the Subcontract, except in articles incorporated by reference and where otherwise indicated, the following terms will apply:

1. "Government" means the United States of America or any duly authorized representative thereof.
2. "CONTRACTOR" means Bechtel BWXT Idaho, LLC (BBWI) and all of its duly authorized representatives acting in their professional capacities.
3. "SUBCONTRACTOR" shall be the General CONTRACTOR for all purposes under the Subcontract including the Miller Act.
4. "Lower-tier SUBCONTRACTOR" means any party entering into an agreement with SUBCONTRACTOR or any other party who has entered into a contract with SUBCONTRACTOR, for the furnishing of supplies or services required for performance of the Subcontract.
5. "Subcontract Technical Representative (STR)" means the individuals identified in the Subcontract as the duly authorized representative of CONTRACTOR for overseeing SUBCONTRACTOR work activities.
6. "Contracting Officer" or "Subcontract Administrator (SA)" means the duly authorized representative of CONTRACTOR who will administer the Subcontract as appointed by the Director of Supply Chain Management.

7. "INEEL" means the Idaho National Engineering and Environmental Laboratory located approximately 50 miles west of Idaho Falls, Idaho, exclusive of the Naval Reactors Facility and Argonne National Laboratory.
8. "Main Guard Post" means building B-27-603 at the INEEL main entrance.
9. "Substantial completion" or "beneficial occupancy" means the date when construction is sufficiently complete in accordance with the Subcontract requirements that the end user can occupy or utilize the work, or a portion thereof, for its intended use. A fully executed "Partial Inspection and Project Transfer" form signifies substantial completion.
10. "Final completion" means the date when the work has been completed in its entirety in accordance with the Subcontract documents and is signified by a fully executed "Final Inspection and Project Transfer" form.

GP-3 FAR AND DEAR ARTICLES INCORPORATED BY REFERENCE

ARTICLES APPLYING TO ALL SUBCONTRACTS

<u>FAR 52.203-3</u>	Gratuities
<u>FAR 52.203-5</u>	Covenant Against Contingent Fees (price greater than \$50K)
<u><b>FAR 52.203-6</b></u>	<b>Restrictions on Subcontractor Sales to the Government</b>
<u><b>FAR 52.203-12</b></u>	<b>Limitations on Payments to Influence Certain Federal Transactions</b>
<u><b>FAR 52.224-1/</b></u>	<b>Privacy Act</b> (and follow requirements of FAR 24.1)
<u><b>52.224-2</b></u>	
<u><b>FAR 52.225-13</b></u>	<b>Restrictions on Certain Foreign Purchases</b>
<u>FAR 52.227-1</u>	Authorization and Consent
<u>FAR 52.227-4</u>	Patent Indemnity
<u>FAR 52.227-14</u>	Rights in Data, as modified by DEAR 927.409(a), including Alt V
<u><b>FAR 52.247-63</b></u>	<b>Preference for U.S. Flag Air Carriers</b>
<u><b>DEAR 952.204-71</b></u>	<b>Sensitive Foreign Nations Controls</b>
<u><b>DEAR 952.209-72</b></u>	<b>Organizational Conflicts of Interest</b>
<u><b>DEAR 970.5232-3</b></u>	<b>Accounts, Records and Inspection</b> (applies only to cost-reimbursement subcontracts)
<u><b>DEAR 970.5204-52</b></u>	<b>Foreign Travel</b>

ARTICLES APPLYING TO SUBCONTRACTS OVER \$2,000

<u><b>FAR 52.222-6</b></u>	<b>Davis-Bacon Act</b> (price greater than \$2K)
<u><b>FAR 52.222-7</b></u>	<b>Withholding of Funds</b>
<u><b>FAR 52.222-8</b></u>	<b>Payrolls and Basic Records</b>
<u><b>FAR 52.222-9</b></u>	<b>Apprentices and Trainees</b>
<u><b>FAR 52.222-10</b></u>	<b>Compliance with Copeland Act Requirements</b>
<u><b>FAR 52.222-11</b></u>	<b>Subcontracts (Labor Standards)</b>
<u><b>FAR 52.222-12</b></u>	<b>Contract Termination--Debarment</b>
<u><b>FAR 52.222-13</b></u>	<b>Compliance with Davis-Bacon and Related Act Regulations</b>
<u><b>FAR 52.222.14</b></u>	<b>Dispute Concerning Labor Standards</b>
<u><b>FAR 52.222-15</b></u>	<b>Certification of Eligibility</b>

ARTICLES APPLYING TO SUBCONTRACTS OVER \$10,000

<u>FAR 52.222-21</u>	<b>Prohibition of Segregated Facilities</b> (price greater than \$10K)
<u>FAR 52.222-26</u>	<b>Equal Opportunity</b>
<u>FAR 52.222-27</u>	<b>Affirmative Action Compliance Requirements for Const.</b> (price greater than \$10K)
<u>FAR 52.222-35</u>	<b>Affirmative Action Special Disabled and Vietnam Era Veterans</b> (and follow requirements of FAR 22.13)
<u>FAR 52.222-36</u>	<b>Affirmative Action for Workers with Disabilities</b> (and follow requirements of FAR 22.14)

ARTICLES APPLYING TO SUBCONTRACTS OVER \$100,000

<u>FAR 52.203-7</u>	<b>Anti-Kickback Procedures</b>
<u>FAR 52.222-4</u>	<b>Contract Work Hours and Safety Standards Act--Overtime Compensation</b>
<u>FAR 52.223-2</u>	<b>Clean Air and Water</b> (price greater than \$100K, and follow requirements of FAR 22.3)
<u>FAR 52.228-2</u>	<b>Additional Bond Security</b>
<u>FAR 52.248-3</u>	<b>Value Engineering - Construction</b>

ARTICLES APPLYING TO SUBCONTRACTS OVER \$500,000

<u>FAR 52.219-9</u>	<b>Small Business Subcontracting Plan</b> (large business, price greater than \$500,000)
<u>FAR 52.225-11</u>	<b>Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements</b>
<u>DEAR 970.1504-3-1</u>	<b>Cost or Pricing Data</b> (price greater than \$550K, upon request)

ARTICLES APPLYING TO ORDERS WHERE NUCLEAR HAZARDS MAY EXIST

<u>DEAR 952.250-70</u>	<b>Nuclear Hazards Indemnity</b> (This clause applies in any subcontract which may involve the risk of public liability, as that term is defined in the Atomic Energy Act of 1964 as amended (Act) and as further described in DEAR-952.250-70. This clause however does not apply to subcontracts in which the SUBCONTRACTOR is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b of the Act or NRC agreements of indemnification under section 170c or k of the Act for the activities under the subcontract. For purposes of this clause, "Government" shall mean Government or CONTRACTOR)
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**GP-4 WHISTLEBLOWER PROTECTION FOR EMPLOYEES**

1. **SUBCONTRACTOR shall comply with the requirements of the "DOE Contractor Employee Protection Program in 10 CFR 708."**
2. **SUBCONTRACTOR shall insert or have inserted the substance of this Article including this paragraph in lower-tier subcontracts at all tiers, with respect to work performed on site at a DOE-owned or-leased facility, as provided for at 10 CFR 708.**

**GP-5 ABILITY TO WORK**

1. **SUBCONTRACTOR employees shall immediately notify their supervisor of:**
  - a. **Work restrictions imposed resulting from any medical/physical condition; or**

- b. Medication being taken which may impact the safety of themselves, their co-workers or the public.

SUBCONTRACTOR shall ensure proper work accommodation or referral to appropriate medical care facilities.

2. SUBCONTRACTOR shall, in addition, refer employees to the appropriate medical providers for health evaluation when:
  - a. SUBCONTRACTOR identifies behavior or a condition it, in good faith, believes to be health related which could impact safety; or
  - b. An employee requests a medical evaluation due to potential impact on work assignments and/or safety and health.
3. Any SUBCONTRACTOR employee who identifies behavior or conditions creating an imminent hazard to health and safety shall take whatever steps are reasonably necessary to correct the condition, including stopping the work.
4. Confidentiality of medical information (related to the evaluation) shall be preserved; only work restrictions imposed shall be reported to SUBCONTRACTOR. SUBCONTRACTORS shall not request diagnostic medical information.
5. SUBCONTRACTOR shall have in effect a company policy which prohibits retaliation or retribution resulting from compliance with this Article.
6. SUBCONTRACTOR shall insert or have inserted this Article, including this paragraph, in lower-tier subcontracts at all tiers, with respect to work performed on site or at a CONTRACTOR-owned or-leased facility.

#### **GP-6 PUBLIC RELEASE OF INFORMATION**

Information, data, photographs, sketches and advertising, relating to the work under the Subcontract, which SUBCONTRACTOR desires to release or publish, shall be submitted to CONTRACTOR for approval eight weeks prior to the desired release date. As part of the approval request, SUBCONTRACTOR shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases, regardless of tier or supplier, must have the prior approval of CONTRACTOR. SUBCONTRACTOR shall include all provisions of this clause including this sentence in all lower-tier subcontracts under the Subcontract.

#### **GP-7 ON-SITE EQUIPMENT USE REQUIREMENTS**

All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or



**not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.**

GP-8 FEDERAL, STATE AND LOCAL TAXES

1. Definitions

- a. "Subcontract date", as used in this Article, means the effective date of the Subcontract.
  - b. "All applicable Federal, State and Local taxes and duties", as used in this Article, means all taxes and duties, in effect on the Subcontract date, that the taxing authority is imposing and collecting on the transactions or property covered by the Subcontract.
  - c. "After-imposed Federal Tax", as used in this Article, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the Subcontract date but whose exemption was later revoked or reduced during the Subcontract period, on the transactions or property covered by the Subcontract that SUBCONTRACTOR is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the Subcontract date. It does not include social security tax or other employment taxes.
  - d. "After-relieved Federal Tax", as used in this Article, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by the Subcontract, but which SUBCONTRACTOR is not required to pay or bear, or for which SUBCONTRACTOR obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the Subcontract date.
2. The Subcontract price shall include all applicable Federal, State and Local taxes and duties. Payment of the sales or use taxes shall be the responsibility of SUBCONTRACTOR.
  3. The Subcontract price shall be increased by the amount of any after-imposed Federal tax, provided SUBCONTRACTOR warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the Subcontract price, as a contingency reserve or otherwise.
  4. The Subcontract price shall be decreased by the amount of any tax or duty, except social security or other employment taxes, that was included in the Subcontract price and that SUBCONTRACTOR is required to pay or bear, or for which no refund or other relief is obtained, through SUBCONTRACTOR's fault, negligence, or failure to follow instructions of CONTRACTOR.
  5. No adjustment shall be made in the Subcontract price under this Article unless the amount of the adjustment exceeds \$500.
  6. SUBCONTRACTOR shall promptly notify the SA of all tax matters which may reasonably be expected to result in either an increase or decrease in the Subcontract price and shall take action with respect thereto as directed by the SA.

#### GP-9 PERMITS OR LICENSES

Except as otherwise directed by CONTRACTOR, SUBCONTRACTOR shall procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision in which the work under the Subcontract is performed.

#### GP-10 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

1. SUBCONTRACTOR shall carefully study and compare the Subcontract documents with each other and investigate the physical field conditions with information furnished by CONTRACTOR and shall at once report to CONTRACTOR errors, inconsistencies, or omissions not previously discovered during bidding. SUBCONTRACTOR shall clearly define the discrepancy or problem and provide a recommended solution.

SUBCONTRACTOR shall not be liable to CONTRACTOR for damage resulting from errors, inconsistencies, or omissions in the Subcontract documents, unless SUBCONTRACTOR recognized, or with the exercise of reasonable care should have recognized such error, inconsistency, or omission and failed to report it to CONTRACTOR. If SUBCONTRACTOR performs any work which it knows, or with the exercise of reasonable care should have known, involved an error, inconsistency or omission in the Subcontract documents, without such notice to CONTRACTOR, SUBCONTRACTOR shall be liable to correct the work.

2. "Shop drawings" means drawings submitted to CONTRACTOR by SUBCONTRACTOR pursuant to the Subcontract, which show in detail: (1) the proposed fabrication and assembly of structural elements; and (2) the installation (i.e., form, fit and attachment details) of materials or equipment. The submittal includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data and similar materials furnished by SUBCONTRACTOR to explain, in detail, specific portions of the work required by the Subcontract. CONTRACTOR may duplicate, use and disclose in any manner and for any purpose shop drawings delivered under the Subcontract.
3. If the Subcontract requires shop drawings, SUBCONTRACTOR shall coordinate all such drawings and review them for accuracy, completeness and compliance with Subcontract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to CONTRACTOR without evidence of SUBCONTRACTOR's approval may be returned for resubmission. Disposition of drawings by CONTRACTOR will not relieve SUBCONTRACTOR from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Subcontract. SUBCONTRACTOR shall not be entitled to allowable schedule delays, resulting from CONTRACTOR-returned shop drawings for resubmission, due to SUBCONTRACTOR's failure to comply with Subcontract requirements.
4. If shop drawings show variations from the Subcontract requirements, SUBCONTRACTOR shall describe and justify such variations in writing, separate from the drawings, at the time of submission.
5. Anything identified in the Statement of Work (SOW)/Specifications and not shown on CONTRACTOR's drawings, or shown and not identified in the SOW/Specifications, will be of like effect as if shown or identified in both.

#### GP-11 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

1. SUBCONTRACTOR acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to: (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance.
2. SUBCONTRACTOR also acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by CONTRACTOR as well as from the drawings and specifications made a part of the Subcontract. Any failure of SUBCONTRACTOR to take the actions described and acknowledged in this paragraph will not relieve SUBCONTRACTOR from responsibility for properly estimating the difficulty and cost of successfully performing the work, or for proceeding to perform the work without additional expense to CONTRACTOR.

#### GP-12 COOPERATION WITH OTHERS

1. CONTRACTOR may undertake or award other subcontracts at or near the site of the work under the Subcontract. SUBCONTRACTOR shall fully cooperate with the other subcontractors and with CONTRACTOR employees and shall carefully adapt scheduling and performing the work under the Subcontract to accommodate the work by others, heeding any direction that may be provided by CONTRACTOR. SUBCONTRACTOR shall not commit or permit any act that shall interfere with the performance of work by any other subcontractor or CONTRACTOR employees.
2. Concurrent Work and Interface Responsibilities
  - a. When portions of the construction work under the Subcontract are performed near active operating areas, SUBCONTRACTOR shall plan its construction work so as not to interfere with the operation of these facilities and shall maintain free and clear access to same for routine operational and maintenance activities performed by CONTRACTOR.
  - b. In addition, SUBCONTRACTOR shall carefully coordinate all construction activities with CONTRACTOR so as to avoid conflicts and unnecessary delays in construction. Except for authorized shutdowns for the tie-in of newly constructed facilities, construction activities shall not disrupt normal operation of existing plant facilities.

#### GP-13 LAYOUT OF WORK

1. SUBCONTRACTOR shall lay out its work from CONTRACTOR-established baselines and benchmarks indicated on the drawings and shall be responsible for all measurements in connection with the layout. SUBCONTRACTOR shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials and labor required to lay out the work.

SUBCONTRACTOR shall be responsible for executing the work to the lines and grades established or indicated by the Subcontract documents. SUBCONTRACTOR shall maintain and preserve all stakes and other marks established by CONTRACTOR until authorized to remove

them. If such marks are destroyed by SUBCONTRACTOR through its negligence before their removal is authorized, CONTRACTOR may replace them and deduct the expense of the replacement from any amounts due or to become due to SUBCONTRACTOR.

2. Initial survey reference points located within 100 yards of the construction site will be furnished by CONTRACTOR.
3. SUBCONTRACTOR shall perform all other detail surveys, including all lines, grades and appropriate surveys of any other type unless otherwise specified.

#### GP-14 PAYMENT AND PERFORMANCE BONDS

1. FOR SUBCONTRACTS >\$100,000 - SUBCONTRACTOR shall furnish fully executed Performance and Payment bonds, on BBWI Form Nos. 2119 and 2118, respectively, within seven (7) calendar days after the effective date of this Subcontract. SUBCONTRACTOR's failure to execute these documents will be grounds for termination for default in accordance with the "Default" article. The penal amounts of the bonds will be in accordance with FAR 28.102-2.
2. FOR SUBCONTRACTS >\$25,000 and <\$100,000 - SUBCONTRACTOR shall furnish fully executed Payment bond on BBWI Form No. 2118 or irrevocable letter of credit (ILC) from a federally insured financial institution to satisfy the underlying bond obligations, within seven (7) calendar days after the effective date of this Subcontract. SUBCONTRACTOR's failure to execute these documents will be grounds for termination for default in accordance with the "Default" article. The penal amount of the bonds will be in accordance with FAR 28.102-2. The penal amount for the ILC shall equal 100 percent of the contract value and may not be revoked until performance is complete.

#### GP-15 SUBCONTRACTOR'S RESPONSIBILITY

1. **As to the work to be done or performed by SUBCONTRACTOR on premises owned or controlled by CONTRACTOR or the Government or the premises of other subcontractors, SUBCONTRACTOR shall indemnify and hold harmless the Government and CONTRACTOR, their officers, agents and employees, from and against any claim, cause of action, cost, damages, expense (including attorney fees) and liability whatsoever (hereinafter, "claim"), including any costs or expenses incurred in enforcing this indemnity, arising in any manner from injury to or death of any person or from damage to or destruction of any property, or from any loss of fee suffered by Contractor under its Prime Contract with DOE, attributable to the conduct of SUBCONTRACTOR or its Lower-tier Subcontractors, agents, or employees under the Subcontract. The indemnification shall extend to, but is not limited to, any such claim maintained in tort against the Government or CONTRACTOR for negligence or otherwise concerning any injury or death of an employee of SUBCONTRACTOR which was or could have been the basis for a statutory worker's compensation claim. In order to make fully effective the foregoing indemnification, Subcontractor hereby expressly waives the exclusive remedy and indemnity limitation under the Idaho worker's compensation law of Title 72 of the Idaho Code or under any other applicable state or federal worker's compensation law. Nothing in the foregoing shall be construed to require SUBCONTRACTOR to indemnify and save harmless the Government or CONTRACTOR from any liability arising out of or resulting from a nuclear incident or solely as a result of negligence of the Government and CONTRACTOR or either of them.**

2. SUBCONTRACTOR shall procure or cause to be procured at its own expense and shall likewise maintain or cause to be maintained, while any work is being performed and for such period hereafter as may be necessary under the circumstances, insurance sufficient to protect SUBCONTRACTOR, CONTRACTOR, CONTRACTOR's Subcontractors and the U. S. Department of Energy against all liability with respect to bodily injury or death, or property loss or damage which may be imposed by law upon SUBCONTRACTOR or which is assumed by SUBCONTRACTOR under the Subcontract. Such insurance shall be written on an "occurrence" basis and shall be with companies with an AM Best rating of "A" or better and in such forms as are satisfactory to Contractor. At a minimum, Subcontractor shall maintain the following insurance coverages and limits under this Article:

a. Commercial General Liability

- (i) Each occurrence: \$1 million
- (ii) Fire Damage (any one fire): \$100,000
- (iii) Medical Expense (any one person): \$5,000
- (iv) Personal and Advertising Injury: \$1 million
- (v) General Aggregate: \$2 million
- (vi) Products/Completed Operations Aggregate: \$2 million

b. Automobile Liability

- (i) Combined Single Limit (each accident): \$1 million

c. Worker Compensation and Employer Liability

- (i) Worker Compensation: Statutory Limits
- (ii) Employer Liability (each accident): \$100,000
- (iii) Employer Liability Disease/Each Employee: \$100,000
- (iv) Employer Liability Disease/Policy Limit: \$500,000

d. Asbestos Liability (If work includes any asbestos-related work, whether inspection, handling, removal or otherwise)

- (i) Per Occurrence/Annual Aggregate: \$2 million

The Subcontractor's policies shall be endorsed to include the following benefits:

- a. "Bechtel BWXT Idaho, LLC and its successors in interest" and the "U. S. Department of Energy" named as additional insured parties (for all coverages specified in this Article, including Workers Compensation and Employer Liability coverages).
- b. A waiver of subrogation in favor of Bechtel BWXT Idaho, LLC and its successors in interest and the U. S. Department of Energy.
- c. The Subcontractor's insurance is primary.
- d. Thirty days prior written notice to Contractor in the event of cancellation.

Certificates of insurance shall be furnished to the Subcontract Administrator upon the earlier of either of the following: I) within ten calendar days after award of the Contract, or ii) before Subcontractor begins any work on Contractor controlled property or facilities. The insurance certificates (for all coverages specified in this Article, including Worker Compensation and Employer Liability coverages) shall name "Bechtel BWXT Idaho, LLC and its successors in interest" and the "U. S. Department of Energy" as additional insured

parties. Failure to comply with the insurance requirements in this Article, including timely submission of certificates, shall be a basis for default termination. Subcontractor shall not be relieved of liability assumed pursuant to this Article by reason of procurement, maintenance, limits, or coverages of any insurance policies, whether or not approved by Contractor.

SUBCONTRACTOR shall insert the substance of this Article (Paragraphs 1 through 4) in lower-tier subcontracts under the Subcontract that requires work on a Government installation and shall require lower-tier subcontractors to provide and maintain the insurance required in this Article or elsewhere in the Subcontract. SUBCONTRACTOR shall maintain a copy of all lower-tier subcontractor's proofs of required insurance and shall make copies available to the Subcontract Administrator upon request.

If more than one insurance company is involved, separate certificates must be provided by each such company. Certificates will not be acceptable unless all the listed coverages are provided in at least the amounts specified herein, with required endorsements. Certificates must be signed by an authorized representative of the insurance company whom shall indicate the capacity in which it is signing.

3. SUBCONTRACTOR agrees to comply (and require its lower-tier subcontractors to comply) with all applicable laws, rules and regulations with respect to state industrial insurance or Workers/Workmen's Compensation, occupational disease, occupational safety and health, or withholding and payment of social security and federal income taxes and further agrees to indemnify CONTRACTOR and the Government against and to save and hold harmless CONTRACTOR and the Government from, any and all liability and expense with respect to claims against CONTRACTOR or the Government which may result from the failure or alleged failure of SUBCONTRACTOR to comply therewith.
4. SUBCONTRACTOR shall comply with all applicable orders, rules and/or regulations of CONTRACTOR, and the Government while at such facility or on such property.

#### **GP-16 LIMITATIONS ON SUBCONTRACTING AND PERFORMANCE OF WORK BY SUBCONTRACTOR**

SUBCONTRACTOR, when the work is a general construction project, shall perform at least 15 percent of the cost of the direct Davis-Bacon labor required to complete the Subcontract, not including the cost of material and supervision, with its own employees. When a construction project is awarded to a special trade subcontractor, SUBCONTRACTOR shall perform at least 25 percent of the cost to complete the Subcontract, not including the cost of materials and supervision, with its own employees.

#### **GP-17 U.S. DEPARTMENT OF LABOR NOTICE OF AWARD**

SUBCONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of the award of any lower-tier construction subcontracts greater than \$10,000. The address is as follows: U.S. Department of Labor, ESA/OFCPP, 1515 S.W. 5<sup>th</sup> Avenue, Suite 1030, Portland, OR 97201, Attn.: Area Director.

#### **GP-18 LABOR DISPUTE AND AGREEMENTS**

1. Whenever an actual or potential labor dispute delays or threatens the performance of the work, SUBCONTRACTOR shall immediately notify the STR verbally and in

writing. Such notice shall include all relevant information concerning the dispute and its background.

**2. Labor Agreements**

- a. The table below identifies the requirements for location of construction activity, unless stated differently in the Special Conditions.

<b>Location:</b>	<b>On Site</b>	<b>Off Site (Bonneville County only)</b>
<b>Site Stabilization Agreement (SSA)</b>	<b>X</b>	
<b>SSA Appendix "A" Wage Rates</b>	<b>X</b>	
<b>Davis-Bacon Act</b>	<b>X</b>	<b>X</b>
<b>Davis-Bacon General Decision Wage Determination (latest revision)</b>	<b>X</b>	<b>X</b>
<b>Jurisdictional Agreement</b>	<b>X</b>	<b>X</b>

- b. The wage rates set forth in Appendix "A" of the Subcontract are the minimum rates which must be paid to the classifications of laborers and mechanics designated therein pursuant to the Davis-Bacon Act. CONTRACTOR does not represent that said minimum wage rates do now, nor shall they at any time in the future, prevail in the locality of the work for such laborers or mechanics; nor that such mechanics or laborers are, or shall be, obtainable at said rates for work under the Subcontract; nor that said rates represent the most recent wage determination by the Secretary of Labor with respect to such classifications of laborers or mechanics in the locality of the work.

**GP-19 SUBCONTRACTOR STAFF**

1. SUBCONTRACTOR shall submit its key personnel and line of authority for this subcontract to CONTRACTOR SA within seven (7) calendar days after the subcontract effective date. This shall be submitted on Form PROC-2121.
2. SUBCONTRACTOR shall designate a Project Manager (PM). The PM shall be fully authorized to act on behalf of SUBCONTRACTOR in all legally binding matters pertaining to the construction of this project, including the authorization to negotiate settlements for all Change Orders issued by CONTRACTOR.
3. Supervision

At all times during performance of the Subcontract and until the work is completed and accepted, SUBCONTRACTOR shall directly supervise the work, and assign a competent superintendent who is satisfactory to CONTRACTOR and has authority to act for SUBCONTRACTOR.

The SUBCONTRACTOR's superintendent shall follow the overall construction work (i.e., all lower-tiers, crews and suppliers), resolve construction problems and expedite the work on behalf of SUBCONTRACTOR as necessary. If, for any reason, the superintendent is

temporarily unavailable at the particular jobsite, the alternate shall be authorized by SUBCONTRACTOR management to act on its behalf.

- a. Proposed changes in superintendent shall be submitted to CONTRACTOR for acceptance at least two (2) work days prior to the planned date of change.
- b. The superintendent or the designated alternate shall be available at the jobsite while work is being performed and be responsible, but not limited, to:
  - (i) Prepare and process all logs, reports, Vendor Data Submittals and Safe Work Permits (SWP's) in a timely manner. All applicable sections of the SWP's shall be completed including the superintendent's name, telephone and radio or pager number. The SWP's shall be placed in the drop box location designated by the STR for each facility.
  - (ii) Develop and maintain a work progress monitoring system using the construction schedule and vendor data schedule as the base documents.
  - (iii) Attend all required meetings, coordinate with CONTRACTOR support personnel and inform CONTRACTOR in a timely manner of any construction difficulties encountered.
  - (iv) Plan, schedule, coordinate and supervise the day-to-day construction activities of SUBCONTRACTOR. Assume responsibility for segregation, handling and packaging of all waste (i.e., radioactive, hazardous, mixed and general) and provide the required certifications to CONTRACTOR.
  - (v) Supervise all radiography performed on a shift other than when the designated Superintendent is in attendance, there shall be a CONTRACTOR-approved, designated Superintendent at the jobsite, other than the radiographer, radiographer assistant(s), or boundary monitor.
  - (vi) Complete and submit a Daily Construction Log in the format given on the Daily Construction Log. This form may be obtained from CONTRACTOR, or SUBCONTRACTOR may substitute its own form, provided the format provides the same information as CONTRACTOR-furnished log. SUBCONTRACTOR shall submit the completed log to CONTRACTOR STR or designee no later than 2 work hours after the start of the next work shift.

#### 4. Safety Staff

- a. SUBCONTRACTOR's Superintendent shall be designated the SUBCONTRACTOR's safety representative, unless otherwise identified on SUBCONTRACTOR Key Personnel and Line of Authority form. Changes to the safety staff shall be submitted in writing to the STR two (2) work days prior to the change date. SUBCONTRACTOR's safety representative and designated alternate(s) shall meet the following requirements:
  - (i) Successful completion of the "Supervisors Development Program" course by the National Safety Council, or equivalent experience.
  - (ii) Successful completion of the "30-hour Construction Outreach" course by OSHA, or equivalency approved by CONTRACTOR. Training shall be



- current to within four (4) years, along with documentation of a minimum of five (5) years of construction experience.
    - (iii) Must have direct access to senior management with full authority to make safety-related changes and resolve safety issues by whatever means, up to and including issuing a stop work order, especially in imminent danger situations.
    - (iv) Shall be on site during any work being performed under this Subcontract. An alternate representative meeting the requirements of this Paragraph 4 may be appointed to cover the work in the event of an absence.
- 5. At any time during performance of the Subcontract, if any member of the accepted SUBCONTRACTOR staff is found by CONTRACTOR to be incompetent, careless, a security risk, or otherwise objectionable, SUBCONTRACTOR, upon written notice from CONTRACTOR, shall remove such individual from the project for a period of time determined by CONTRACTOR. This individual's suspension may be extended to any other CONTRACTOR subcontracts.
- 6. Employee Training Records
  - a. SUBCONTRACTOR shall submit training records that are relevant to work at the INEEL to the CONTRACTOR's STR for inclusion in the INEEL training database. SUBCONTRACTOR access to the training data base records shall be coordinated through the CONTRACTOR STR.

## GP-20 REQUIRED MEETINGS

- 1. Pre-Construction Meeting
 

The STR will conduct the Pre-Construction Meeting with the SUBCONTRACTOR. At a minimum, SUBCONTRACTOR's representatives shall include SUBCONTRACTOR's superintendent, and the jobsite safety representative. The purpose of the pre-construction meeting is to discuss SUBCONTRACTOR's Environmental, Safety & Health (ES&H) program in detail, to raise any specific concerns or potential problems, to provide general information appropriate to the Subcontract, to identify responsible individuals for the various functions within each organization, and to develop tentative dates for the start of construction.
- 2. Status Meeting
  - a. The STR will conduct Construction Status Meetings with the SUBCONTRACTOR. Construction Status Meetings will be scheduled every two weeks or as considered necessary, by CONTRACTOR. SUBCONTRACTOR shall assume full responsibility to act for and commit any lower-tier subcontractor employed by SUBCONTRACTOR, whether or not the lower-tier subcontractor is represented at the meeting.
  - b. SUBCONTRACTOR's representatives at these meetings shall be prepared to discuss job safety, quality assurance, schedule, vendor data, construction activities and other topics necessary to ensure project success.
- 3. Pre-work Planning Meetings

- a. After the Notice to Proceed with on-site construction work is issued, but prior to the start of the work, SUBCONTRACTOR with necessary lower-tier subcontractor personnel, must demonstrate to CONTRACTOR's satisfaction, knowledge and understanding of the Subcontract requirements at a Pre-work Planning Meeting(s). The meeting(s) will be conducted by SUBCONTRACTOR prior to the start of each type of work, e.g., soil, concrete, steel, mechanical, or electrical, and prior to the start of performance by each of its lower-tier subcontractor.
- b. At the meeting(s), SUBCONTRACTOR's superintendent and lower-tier subcontractors' personnel responsible for supervising the work must demonstrate their knowledge and understanding of the Subcontract requirements, with specific attention given to the integration of safety, environmental, health and quality assurance requirements into the work. SUBCONTRACTOR must demonstrate complete knowledge and understanding of the safety requirements, work hazards and hazard mitigation, training requirements and all work control documents. Knowledge and understanding of the contents of applicable documents, e.g., the Subcontract Specifications, Drawings, Special Conditions, General Provisions, Project Health and Safety Plan and documents and forms referenced in the foregoing, must be demonstrated.
- c. After SUBCONTRACTOR satisfies CONTRACTOR regarding the readiness of SUBCONTRACTOR, CONTRACTOR will issue a written authorization to SUBCONTRACTOR, releasing it to perform each task. Multiple tasks may be released at one time, but each shall be specifically identified in writing as being released, prior to the start of performance.
- d. If SUBCONTRACTOR fails to demonstrate sufficient knowledge and understanding of the Subcontract requirements at the pre-planning meetings, CONTRACTOR will not release the work and work shall not start. Pre-work planning meetings will continue to be held until SUBCONTRACTOR demonstrates sufficient knowledge and understanding of the requirements. SUBCONTRACTOR's failure to obtain timely release of each task will not be a basis for an extension of the performance period nor a claim for delay.
- e. SUBCONTRACTOR shall provide STR with advance notice, at least one working day prior, of a Pre-work Planning Meeting and shall schedule the meeting sufficiently in advance to avoid impacting performance of the work. The meetings will be held at CONTRACTOR's facilities, unless otherwise mutually agreed.
- f. Nothing in the foregoing shall transfer liability, nor be construed to transfer responsibility, from SUBCONTRACTOR to CONTRACTOR, nor in any way relieves SUBCONTRACTOR from its responsibility for compliance with all Subcontract requirements.

#### 4. Safety Meetings

- a. SUBCONTRACTOR shall conduct Pre-Job Briefings as required by the project Health and Safety Plan. Pre-Job Briefings shall, as a minimum, be held weekly. The Pre-Job Briefing will be conducted by SUBCONTRACTOR's superintendent and shall be held with the crew to discuss the activities, identify and analyze hazards, discuss necessary abatement action or personal protective equipment (PPE) required, review any facility requirements (outages, permits or work authorization documents), assure all pertinent vendor data is accepted prior to specific activities commencing as defined in the Vendor Data Schedule and answer any employee questions or concerns. The content of this meeting will be documented with

employee signatures attesting the information has been reviewed with them and they understand it.

- b. SUBCONTRACTOR's superintendent or safety representative shall hold weekly Tool Box Safety Meetings for all its construction personnel to emphasize project-specific ES&H concerns such as standards and regulations, causes of accidents and methods of prevention, attitudes, motivations, hazards recognition and company rules and policies.
- c. SUBCONTRACTOR safety representative shall meet weekly with CONTRACTOR ES&H personnel to discuss area safety and the Tool Box topic for the next week.

CONTRACTOR will conduct a monthly Subcontractors Safety Meeting. This meeting will last approximately 1 hour. This meeting will be held the first Wednesday of each month at 1:00 p.m. in the CFA Cafeteria Conference Room. Written notification will be provided if the meeting time changes. Attendance by SUBCONTRACTOR's designated safety representative, site superintendent and principal lower-tier subcontractors' representatives is required. The information gathered in this meeting shall be passed down to all SUBCONTRACTOR employees.

#### GP-21 TOURS/VISITATIONS; TRANSPORTATION; HOUSING

- 1. From time to time, CONTRACTOR and/or DOE shall conduct, , tours of and visitations to, the work areas. Such tours and visitations may be conducted whether or not work is in progress at the premises and may involve the presence of varying numbers of persons, but will be conducted in such a manner as not to interfere unreasonably with the performance of the work under the Subcontract. CONTRACTOR's senior construction and safety management personnel may make surprise inspections or visits at the work site without prior notice or entrance signatures.
- 2. The INEEL bus system will not be available for use by SUBCONTRACTOR except during emergency evacuations or drills. SUBCONTRACTOR shall arrange its own transportation for all work associated with the Subcontract.
- 4. Housing Facilities for personnel within the INEEL boundaries do not exist and shall not be permitted.

#### GP-22 SITE AND VEHICLE ACCESS REQUIREMENTS

- 1. SUBCONTRACTOR's employees must be U.S. Citizens and shall attend INEEL Construction Employee Orientation prior to beginning work on site. This training includes Construction Orientation (Orange Card), INEEL Site Access Training, and General Employee Radiological Training (GERT). Radiological I and Radiological II training will be accepted as equivalents to GERT. Orange Card and GERT will be provided by the CONTRACTOR to SUBCONTRACTOR employees in Idaho Falls (Monday-Friday) and at the INEEL Site Locations (Monday-Thursday). This training lasts 2 hours and shall be renewed annually.
- 2. In addition to the Site Access Training, site-specific access training may be required. Refer to Special Conditions for these requirements.

3. SUBCONTRACTOR shall only use established roadways, or use temporary roadways constructed by SUBCONTRACTOR when and as authorized by CONTRACTOR. All temporary roadways shall be constructed and maintained by the SUBCONTRACTOR. If temporary roads are constructed, they shall be removed by SUBCONTRACTOR and the area returned to the original condition and shall meet the individual Storm Water Pollution Prevention Plan guidelines for the area (e.g., INTEC, TRA, or TAN) after completion of construction, unless otherwise approved by CONTRACTOR.
4. When materials are transported in prosecuting the work, the transporting vehicle shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State or Local law or regulation. When it is necessary to cross curbs or sidewalks, SUBCONTRACTOR shall protect them from damage.
5. All vehicles, including job site trailers, shall be clearly marked with SUBCONTRACTOR's name in one (1) inch (minimum) letters on each side of the vehicle. Signs shall have a professional appearance; magnetic signs are acceptable. This requirement applies to all areas of the Site, however, vehicles not complying shall be denied access into INTEC, RWMC, TRA, TAN and WROC. Under no circumstances, marked or otherwise, are privately owned vehicles permitted within the fenced areas of the various sites.
6. SUBCONTRACTOR shall abide by the following regulations when operating vehicles on site:
  - a. Every vehicle operator shall possess a valid driver's license for the vehicle being.
  - b. All vehicles shall be regularly serviced and inspected to insure their safe operating condition.
  - c. Vehicles shall not be loaded so as to obscure the driver's view in any direction or to interfere with the safe operation of the vehicle. In the event that vision is obscured, a signalman shall be used to direct the vehicle movement. When a signalman is used, the primary responsibility for the safe operation of the vehicle remains with the operator.
  - d. No vehicle transporting personnel shall be moved until the operator has ascertained that all persons are seated and seat belts, if provided, are securely fastened. Riding in the back of pickup trucks is forbidden.
  - e. Motor vehicles shall be equipped according to their use with all pertinent safety equipment. Vehicles operating on INEEL roadways shall meet State and Federal requirements.
  - f. Operators shall perform a pre-operation and safety inspection to ensure that the vehicle is in safe operating condition in accordance with equipment manufacturer's recommendations.
  - g. Operator shall observe the posted speed limits.
  - h. Pedestrians always have the right-of-way and shall walk on the sidewalks whenever possible. Where sidewalks are not available, pedestrians shall walk on the left road shoulder facing traffic and shall stay/stand clear of moving vehicles.

- i. All vehicle operators and pedestrians shall report unsafe vehicle or pedestrian conditions and/or accident near misses to CONTRACTOR.

#### **GP-23 ENVIRONMENTAL, SAFETY AND HEALTH, AND INDEMNIFICATION**

1. The ES&H requirements established by this Subcontract shall not relieve SUBCONTRACTOR from complying with more stringent laws and regulations issued by a Federal, State or Local agency, as well as any manufacturer's instructions.
2. SUBCONTRACTOR shall take all reasonable precautions in the performance of the work under the Subcontract to protect the safety and health of employees, of members of the public, and any other persons, and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of CONTRACTOR. CONTRACTOR shall notify SUBCONTRACTOR, in writing, of any noncompliance with the provisions of this Article and the corrective action to be taken. After receipt of such notice, SUBCONTRACTOR shall immediately take the directed corrective action.
3. **SUBCONTRACTOR's Failure to Conform to Laws**
  - a. In the event SUBCONTRACTOR fails to comply with Federal, State and Local laws and regulations or requirements of DOE, CONTRACTOR may, without prejudice to any other legal or contractual rights of CONTRACTOR, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued based on the acceptability of corrective actions at the discretion of the STR. SUBCONTRACTOR shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.
  - b. CONTRACTOR reserves the right to have removed from the site and deny re-entry to any employee (including supervision and management):
    - (i) Found to be in an imminent danger or immediately dangerous to life and health (IDLH) situation created by violating procedures covering fall protection, confined space entry and work, or lock/tag requirements, respiratory protection, and excavations, where injury could occur;
    - (ii) Advising an employee to work in an unsafe condition/position; or
    - (iii) Willfully violating any ES&H policy, procedure, rule or regulation.
  - c. If SUBCONTRACTOR's superintendent/management knowingly places an employee (including himself) in an imminent danger situation, this Subcontract may be terminated for default.
  - d. In the event of OSHA or EPA violations or unsafe practices involving imminent danger to personnel or environment, immediate action shall be taken to stop work and correct the hazardous situation.
4. **Recording and Reporting of Occupational Injuries**

29 CFR Part 104 requires that employers covered under this act maintain an OSHA

300 Log or its equivalent. SUBCONTRACTOR shall submit one copy of its and one copy of each lower-tier subcontractor's current OSHA 300 Log to the SA quarterly. The copies shall be submitted by the 15th of the month after each quarter end (i.e., January 15,

April 15, July 15 and October 15) and concurrent with the final progress invoice. The first quarterly submittal shall cover from award date through quarter end or work completion, if the work is completed within the quarter it was begun.

If copies submitted are copies of the company log and are not project-specific, all entries related to work performed under this Subcontract shall be clearly indicated. If at any time after submittal of the copies of the log, any entry in the log is changed or revised, a copy of the revised log shall be submitted to the SA. Failure to submit the log may result in CONTRACTOR withholding of final payment until log receipt.

**5. Weekly Safety Reports**

a. Safety Meeting Reports shall be maintained at SUBCONTRACTOR's job site for review.

b. A report on project safety statistics shall be provided to the Contractor on a weekly basis. The report shall tabulate the safety statistics for SUBCONTRACTOR and all lower-tier subcontractors from the previous week's activities and summarize the same safety statistics for the fiscal year-to-date. The report shall be submitted via Contractor's Construction Management homepage at <http://ctrain.inel.gov> or by alternate form 432.64, Construction Management Subcontractor Weekly ES&H Summary, by 9:00 a.m. on the Tuesday following the week being reported. Electronic submittal is preferred. Statistics shall include:

- (i) Total number of safe hours worked for the week and fiscal year-to-date.
- (ii) Number of OSHA recordable cases for the week and fiscal year-to-date.
- (iii) Number of restricted duty work cases for the week and fiscal year-to-date.
- (iv) Number of restricted workdays for the week and fiscal year-to-date.
- (v) Number of lost workday cases for the week and fiscal year-to-date.
- (vi) Number of lost workdays for the week and fiscal year-to-date.

**6. Permits, Compliance and Indemnification**

a. At its expense, SUBCONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances and regulations applicable to the work to be performed. SUBCONTRACTOR shall secure all required licenses or permits prior to commencing the work.

b. SUBCONTRACTOR shall indemnify and hold harmless CONTRACTOR, Bechtel BWXT Idaho, LLC, and the Government from all damages of any nature whatsoever that they may incur as a result of SUBCONTRACTOR's failure to comply with all federal, state, county and municipal laws, ordinances and regulations applicable to the work, or SUBCONTRACTOR's failure to secure required licenses or permits prior to commencing work and to comply with such licenses or permits throughout the course of the work.

**SUBCONTRACTOR also agrees, if requested, to assume at its own expense the defense of suits that may be filed against CONTRACTOR, Bechtel BWXT Idaho, LLC, or the Government as a result of SUBCONTRACTOR's failure to**

comply with any applicable federal, state, county, and municipal laws, ordinances, or regulations, or SUBCONTRACTOR's failure to secure and comply with any required licenses or permits.

- c. **SUBCONTRACTOR agrees to indemnify and hold harmless CONTRACTOR, Bechtel BWXT Idaho, LLC, the Government and each of their respective officers, directors, employees, agents, contractors and successors in interest from all liability, fines, civil penalties, claims; remediation, corrective action or other response action costs and any associated expenses (including costs of defense, settlement, attorney's fees and costs incurred in enforcing this indemnification), that any of the aforementioned parties may incur as a result of injury or damage to persons or property, contamination of or adverse effects on the environment, or any violations or alleged violations of Federal, State, or Local statutes, ordinances, laws, orders, rules or regulations related to SUBCONTRACTOR's work at the INEEL; including but not limited to the following Federal laws and any State or Federal implementing laws or regulations: the Clean Water Act (CWA) as amended, 33 U.S.C.A. Sectn 1251 et seq, including, but not limited to, liability for fines incurred by the indemnified parties for SUBCONTRACTOR's violations of the Construction Storm Water Discharge Regulations or requirements; the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) as amended, 42 U.S.C. Sectn 9601 et seq; the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. Sectn 6901 et seq; the Clean Air Act (CAA) as amended, 42 U.S.C. Sectn 7401 et seq; the Toxic Substances Control Act (TSCA) as amended, 15 U.S.C.A. 2601 et seq; the Atomic Energy Act (AEA) as amended, including, but not limited to, DOE orders and ALARA requirements, 42 U.S.C.A. 2014 et seq; and the Price Anderson Amendments Act of 1988 (PAAA) as amended, 42 U.S.C. Sectn 2210 et seq; including, but not limited to applicable nuclear safety regulations, requirements or orders.**
  - d. **This indemnification also covers the aforementioned types of liability that arise from or are related to SUBCONTRACTOR's generation and management of, arranging the transportation for, treatment of, storage of, or disposal of waste generated at the INEEL at a treatment, storage or disposal facility or other location that has not been approved in writing by the SA.**
  - e. **SUBCONTRACTOR also indemnifies and holds harmless CONTRACTOR for all proceeding costs incurred by CONTRACTOR as defined under section L.106 of CONTRACTOR's prime contract with DOE (contract #DE-AC07-99-ID13727) for proceedings falling within the coverage of that Section as a result of, or related to, the actions or omissions of SUBCONTRACTOR. The full text of these requirements is also available at DEAR 970.6204-61, COST PROHIBITIONS RELATED TO LEGAL AND OTHER PROCEEDINGS.**
  - f. **SUBCONTRACTOR shall flow down all of the provisions of this Article and all ES&H requirements in all lower-tier subcontracts, at any level, to ensure optimum protection of the indemnified parties.**
7. **The SUBCONTRACTOR shall provide all required environmental exposure monitoring (i.e. noise, air, chemical, etc.) and equipment to perform this monitoring, unless specifically excluded in the Special Conditions.**



## GP-24 RADIOLOGICAL CONTROL REQUIREMENTS FOR SUBCONTRACTOR

1. Certain facilities at the INEEL are classified as Radiation Control Areas (RCA's). Where the Subcontract designates that the construction work shall be performed in an RCA, the following requirements apply:
  - a. SUBCONTRACTOR shall provide a list to the STR of SUBCONTRACTOR personnel performing work in radiation or Contaminated Surface Control Areas (CSCA's) two (2) workdays prior to entrance of personnel into the areas. The list shall contain the personnel names, social security numbers and "S" numbers.
  - b. SUBCONTRACTOR shall conduct its radiological control operations in accordance with the applicable radiological procedures, including the Radiological Control Information Management System (RCIMS), and all other restrictions established by CONTRACTOR.
  - c. CONTRACTOR's Radiological Control Technicians (RCT's) will assist in identifying and resolving radiological control problems. The RCT's will provide radiological surveillance over all construction activities and advise CONTRACTOR's STR on matters concerning radiation safety related to plant activities or conditions affecting the construction work
  - d. CONTRACTOR will provide the required radiological protective clothing and radiological respirators required by the Radiological Work Permit (RWP).
  - e. SUBCONTRACTOR shall plan its work to minimize the transfer of equipment into and out of the RCA.
2. Disposition of Contaminated Construction Equipment, Tools and Material.
  - a. SUBCONTRACTOR shall use its own equipment in performing the work. All tools, vehicles, equipment and material will be inspected for radioactive contamination by the CONTRACTOR RCT prior to removal from the Radiological Buffer Area (RBA).
  - b. Should SUBCONTRACTOR's tools, materials, or equipment become contaminated, they will be decontaminated by CONTRACTOR prior to removal from the RCA. SUBCONTRACTOR shall allow a minimum 10 workdays for CONTRACTOR to accomplish decontamination.
  - c. If decontamination proves impracticable or impossible, the tools, material, or equipment in question will be retained by CONTRACTOR, a confiscation report completed and an equitable adjustment, with an allowance for overhead but no profit, will be negotiated with SUBCONTRACTOR, or at CONTRACTOR's option, the tools will be replaced by CONTRACTOR. The tool/equipment reimbursement schedule will be applied as follows:
    - (i) Personal Clothing at 100% of replacement cost.
    - (ii) Tools/Equipment valued less than \$1,000.00 at 95% of replacement cost.

- (iii) Tools/Equipment valued at \$1,000.00 or more, if less than one year old or at top of depreciation schedule, at 75% of replacement cost or if at the bottom of, or off, the depreciation schedule, at 50% of replacement cost.

## **GP-25 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS**

**Individual occupational radiation exposure records generated in the performance of work under the Subcontract shall be subject to inspection by CONTRACTOR and shall be preserved by SUBCONTRACTOR until disposal is authorized by CONTRACTOR or, at the option of SUBCONTRACTOR, delivered to CONTRACTOR upon completion or termination of the Subcontract. If SUBCONTRACTOR exercises the foregoing option, title to such records shall vest in CONTRACTOR upon delivery.**

## **GP-26 QUALITY ASSURANCE AND CONTROL**

1. SUBCONTRACTOR shall perform all work in a skillful and workmanlike manner and assure that all work performed under the terms of the Subcontract is completed in compliance with Subcontract requirements. Unless otherwise specified, SUBCONTRACTOR shall perform all work as defined by the Subcontract, in accordance with a CONTRACTOR-accepted, Quality Assurance Program and/or Plan. The Subcontract identifies these specific quality assurance standards and/or elements, or portions thereof, which are applicable to the scope of work. Additionally, the Subcontract may identify by reference, CONTRACTOR requirements and/or procedures, which either implement or provide the necessary interface, with provisions of CONTRACTOR quality assurance program. Unless otherwise specified, lower-tier SUBCONTRACTORS and suppliers are required to execute assigned work in accordance with SUBCONTRACTOR's approved Quality Assurance Program and/or plan the associated implementing procedures.
2. SUBCONTRACTOR shall provide all necessary and required inspection, testing and/or NDE services, hereinafter referred to as "inspection". Said inspection shall sufficiently assure, as a minimum, compliance with all technical requirements as defined by the Subcontract. SUBCONTRACTOR shall assure that all work meets or exceeds the technical requirements prior to any testing, inspection, or other examination, to be performed by CONTRACTOR. CONTRACTOR's representative will provide any inspection, testing and/or NDE services to SUBCONTRACTOR, specified by the Subcontract. Inspection, tests and/or examinations performed by CONTRACTOR's representative in no way relieves SUBCONTRACTOR from maintaining a quality assurance and control system that complies with the Subcontract.
3. All material, equipment, items and/or processes which are identified by the Subcontract as requiring inspection, verification, test, or witness, by CONTRACTOR or CONTRACTOR's representative, will be considered as mandatory hold points. SUBCONTRACTOR shall proceed beyond a mandatory hold point only upon authorization by CONTRACTOR representative. Bypassed hold points shall be identified to CONTRACTOR immediately upon discovery. SUBCONTRACTOR shall take all actions required to return the work to the required hold point status and schedule the required inspection, at no cost to CONTRACTOR.
4. For required on-site inspections, tests, or examinations, SUBCONTRACTOR shall provide notification to CONTRACTOR a minimum of four (4) work hours in advance of the required inspection, test, or examination, unless otherwise specified. For required on-site receipt inspections, the required receipt inspection(s) must be performed within three (3) calendar

- days after the item, material and/or equipment has arrived on site.
5. As specified by the Subcontract, selected on-site construction materials testing will be performed by CONTRACTOR. Unless otherwise specified, SUBCONTRACTOR shall notify CONTRACTOR one (1) workday in advance of the required testing service. SUBCONTRACTOR shall supply all necessary labor and/or facilities as may be required by the applicable standards, codes and/or technical specification, to conduct necessary and/or required testing.
  6. SUBCONTRACTOR is specifically responsible for providing all labor and equipment necessary for the retrieval of fresh concrete, asphalt and backfill samples, as well as other materials, as required by the technical specifications.
  7. For required off-site inspections, tests, or examinations, SUBCONTRACTOR shall provide notification to CONTRACTOR a minimum of 10 workdays prior to the scheduled date for performance of the required inspection, test, or examination, unless otherwise specified.
  8. SUBCONTRACTOR shall, without charge to CONTRACTOR, replace or correct all work that does not conform to the Subcontract. CONTRACTOR reserves the right to an appropriate adjustment in price for any non-conforming work for which express acceptance is granted by CONTRACTOR. Non-conforming work which is not corrected by SUBCONTRACTOR may result in:
    - a. Corrections made by CONTRACTOR with all associated costs backcharged to SUBCONTRACTOR; or
    - b. Termination for default.
  9. In accordance with 10 CFR 830, Nuclear Safety Management, work performed in, or for, facilities which are identified by CONTRACTOR as Nuclear in the Subcontract, is subject to enforcement in accordance with 10 CFR 820, Procedural Rules for DOE Nuclear Activities. When performing work in, or for, DOE Nuclear Facilities, SUBCONTRACTOR may be held liable for violations of requirements for quality assurance. Compliance with the requirements for nuclear quality assurance, as defined by the Subcontract, is considered by CONTRACTOR to mean compliance with applicable portions of 10 CFR 830, Nuclear Safety Management, Subpart 120, Quality Assurance.

## **GP-27 MATERIALS AND WORKMANSHIP**

### **1. New Materials**

**Unless otherwise specifically approved by CONTRACTOR, all equipment, materials, or products, including those components, parts and materials that are permanently installed into systems, subsystems and/or assemblies, shall be new and of the grade/type specified by this Subcontract. No mixed manufacturers' or manufacturing production lots will be accepted. All workmanship shall be performed in a skillful and workmanlike manner consistent with the specifications, drawings, stated requirements and other applicable criteria of this Subcontract.**

### **2. Suspect and Counterfeit Materials**

**If the following materials to be furnished under this Subcontract will be used in a U.S. Government-owned facility, they shall be manufactured domestically, i.e., within the**

United States of America. Evidence of deliberate misrepresentation of any item(s)/component(s)/materials(s) provided under this Subcontract may result in an investigation to determine the validity of certification, fraud and/or forgery.

**a. Fasteners**

Fasteners, as defined in Title 15, United States Code (U.S.C) Chapter 80, section 5402 of the Fastener Quality Act, that are delivered to CONTRACTOR, under this Subcontract shall meet the "Testing and Certification of Fasteners" requirements specified in Section 5404 (a), (b) and (c) of the Act, by a laboratory accredited in accordance with the procedures and conditions specified in Section 5405.

Fasteners shall exhibit grade marks and the manufacturer's identification symbol (head stamp) as specified in the referenced specification or in the body of this Subcontract. Fasteners having a headmark which is displayed on U.S. Customs Service Suspect Fastener Headmark List will not be accepted.

**b. Electrical Items**

Electrical items and equipment, received under this Subcontract, shall exhibit legible amperage and voltage ratings, operating parameters, and the manufacturers' labels and identification. Items shall be supplied in the manufacturer's original packaging, and exhibit the applicable Underwriters Laboratory (UL) or Factory Mutual (FM) labels.

**c. Mechanical items**

Mechanical/Piping items and equipment (channel, sheet, plate, bars or fittings, flanges, valves, pipe, tubing) delivered under this Subcontract shall exhibit the manufacturers' labels and identification.

**d. Asbestos Containing Material**

SUBCONTRACTOR shall not use asbestos containing materials (ACM), as defined in 29 CFR 1910.1001, in the work. Upon completion of the work, SUBCONTRACTOR shall certify, using Form PROC-6006 "Asbestos Free Certification", that it or any lower-tier subcontractors did not use any ACM in performing the work. SUBCONTRACTOR acknowledges that CONTRACTOR and DOE have responsibilities to employees at INEEL to determine the presence, location, and quantity of ACM and to provide this information to employees (29 CFR 1910.1001). SUBCONTRACTOR acknowledges this legal responsibility cannot be met and that CONTRACTOR may incur liability if SUBCONTRACTOR uses any ACM in the work. SUBCONTRACTOR indemnifies CONTRACTOR and DOE against all liabilities and costs resulting from SUBCONTRACTOR's use of ACM in the work and for all legal fees and costs incurred in enforcing this indemnification. SUBCONTRACTOR's use of ACM in the work constitutes negligence and, as such, is also covered by the "Indemnification" article for liability for property damage, or injury, or death to persons arising from Subcontractor's use of ACM.

## GP-28 CONTRACTOR INSPECTION AND OVERSIGHT

1. Any duly authorized representative of CONTRACTOR retains the right to audit, assess, inspect, witness, or test all work or products associated with the performance of the Subcontract. Right of access to any and all SUBCONTRACTOR jobsites and facilities, as well as all material and equipment supplier facilities, shall be afforded, at all reasonable times. Verification of work processes or product quality by CONTRACTOR in no way relieves SUBCONTRACTOR of implementing a quality assurance and control system that complies with the Subcontract.

Should said CONTRACTOR activities reveal nonconforming work attributable to SUBCONTRACTOR, SUBCONTRACTOR shall reimburse CONTRACTOR for all expense associated with all additional inspection necessitated by the non-conformance and perform satisfactory reconstruction and or restoration at no cost to CONTRACTOR.

2. CONTRACTOR inspections are for the sole benefit of CONTRACTOR and do not;
  - a. Relieve SUBCONTRACTOR of responsibility for damage to, or loss of, material before acceptance;
  - b. Constitute or imply acceptance;
  - c. Relieve SUBCONTRACTOR of responsibility for compliant quality assurance and control; or
  - d. Affect the rights/remedies of CONTRACTOR, or the Government, after acceptance of the work.
3. Conditions observed by CONTRACTOR which are adverse to quality, including unsatisfactory implementation of SUBCONTRACTOR's quality assurance program or departure from the technical specification requirements, will be identified to SUBCONTRACTOR for immediate resolution and corrective action. SUBCONTRACTOR failure to resolve identified deficiencies may be cause for issuance of a Stop Work Order(s). Deficiency Reports and/or Stop Work Orders require a satisfactory evaluation from SUBCONTRACTOR relative to the direct and root causes, the proposed remedy and delineation of measures taken to prevent recurrence.

## GP-29 VENDOR DATA REQUIREMENTS

1. SUBCONTRACTOR shall furnish to CONTRACTOR copies of required data for disposition sufficiently in advance of the date that the material/equipment is required to be installed to meet the accepted construction schedule. The Vendor Data Schedule (VDS) summarizes the submittal requirements of the Subcontract and generally specifies the timing for each required submittal. Vendor data for all material and equipment requiring a disposition shall be submitted, reviewed, assigned a disposition code by CONTRACTOR and returned to SUBCONTRACTOR.
2. SUBCONTRACTOR shall perform no work for which the vendor data has not been reviewed and dispositioned. Any delay caused by SUBCONTRACTOR's failure to submit vendor data in a timely manner for CONTRACTOR review will not be excusable or compensable. If submitted vendor data items are unacceptable, no excusable delay shall accrue there from, regardless of the number of re-submittals made by SUBCONTRACTOR or lower- tiers.

3. CONTRACTOR's vendor data disposition will not affect or relieve SUBCONTRACTOR from responsibility for performance of work in compliance with Subcontract. Vendor data causing any change to design details, layouts, calculations, analyses, test methods, procedures or any other Subcontract requirement shall be submitted with a written description of the affected change.
4. SUBCONTRACTOR shall submit concurrent with the invoice dates an updated Construction Vendor Data Submittal Log (CVDSL). Failure to submit the CVDSL may result in withholding of payment until CVDSL receipt. Information provided on the CVDSL shall correlate with CONTRACTOR's accepted construction schedule to assure prosecution of the work in accordance with the said construction schedule. The CVDSL shall clearly indicate expected or actual submittal dates and the disposition status of all submitted data.

#### GP-30 BRAND NAME OR EQUAL

1. The term "brand name" includes identification of products by reference to a manufacturer's make and/or model. If products specified by this Subcontract have been identified by a brand name description, such identification is intended to be descriptive, but not restrictive, and is to indicate the minimum standard of type, quality and capacity acceptable for incorporation into the work covered by the Subcontract. The products of other manufacturers may be considered as being acceptable, provided that: such products fully meet or exceed all minimum structural, use and operational features of the particular manufacturer's product specified and provided the other manufacturer's product is interchangeable and can be adequately incorporated within the allocated space in the building or structure; and the delivery of the product shall not delay, or in any other way compromise, the completion date(s) of the Subcontract. "Equals" shall be installed per their manufacturer's installation procedures.
2. SUBCONTRACTOR shall be responsible to verify the equality of the specified product and the proposed "equal." This shall include investigation of catalog cuts and other manufacturer's data, warranty, maintenance, integration with specified products within the same system, and all other salient features of the specified product.
3. Post-award acceptance of an "or-equal" product proposed in lieu of a brand name product referenced in the Subcontract will be at the sole discretion of CONTRACTOR.
4. Cost savings realized through "or-equal" incorporation into the Subcontract shall be shared between CONTRACTOR and SUBCONTRACTOR. Reference FAR 52.248-3, Value Engineering–Construction, for subcontracts over \$100,000.
5. In the event the Subcontract is changed to incorporate an "equal" which necessitates revisions to other aspects of the work, (e.g., structures, foundations, footings, services, systems, piping, electrical installation) the cost to accomplish any such revision shall be borne by SUBCONTRACTOR. Maintaining the schedule while seeking acceptance of an "equal" is the responsibility of SUBCONTRACTOR.
6. All "equal" proposals shall provide adequate supporting data necessary to make an "equal" determination and shall be submitted using the Subcontractor Field Problem (SFP) form. If accepted, supporting data shall be submitted in accordance with vendor data schedule requirements.

## GP-31 SCHEDULING AND PLANNING REQUIREMENTS

1. SUBCONTRACTOR is responsible for planning and scheduling its work in a reasonable and logical manner to assure the completion of all work required in the Subcontract within the time specified. This Article describes the requirements for the form, format, frequency and minimum content for submittal of acceptable construction schedules. Payments may be withheld until the schedule is accepted by CONTRACTOR. Once accepted, changes in sequence, duration, or the inclusion of additional activities that have the potential to impact CONTRACTOR interfaces or the Subcontract completion date(s), must be accepted by CONTRACTOR prior to inclusion into the schedule.
2. Form
  - a. The form of construction schedule for this work shall be either a Bar Chart Schedule or a Critical Path Method (CPM) Schedule, as required by the Special Conditions.
  - b. The total value of all work activities shall be equal to the total dollar value of the Subcontract. Payments shall be made only for completed acceptable work in-place. The schedule shall show the work planned for each payment period and the amount of the work completed within each payment period. The value of the completed work shall be as agreed between CONTRACTOR and SUBCONTRACTOR based upon the schedule submittal and the original, approved schedule of values for each on-site work activity.
  - c. For integration with CONTRACTOR project software, Primavera Suretrack or Primavera Project Planner software is preferred. The initial schedule shall be submitted in hard copy and disk form with monthly updates in hard copy and disk form and are to be submitted to CONTRACTOR in accordance with Special Conditions or requirements herein.
3. Format
  - a. The schedule shall be submitted as an original with three (3) copies. The schedule shall be based upon weekly increments of work. As a minimum, the schedule shall show events or activities for:
    - (i) Notice to Proceed;
    - (ii) Mobilization;
    - (iii) All milestones required within the Special Conditions;
    - (iv) All work elements, including fabrication and installation of materials and equipment and submittals for specific training, procurement and vendor data, are to be broken out and logic-tied to related work activities, unless otherwise specified in the Special Conditions;
    - (v) Delivery of SUBCONTRACTOR-furnished materials or equipment;
    - (vi) Any interface with the work of others;
    - (vii) Changes incorporated which affect the critical path;
    - (viii) Required utility or plant outages (shown as predecessor to work activities

requiring submittals);

(ix) Punch list; and

(x) Demobilization.

- b. Schedule Curve is based on percent complete of activity budgeted work hours (spread by early and/or late activity dates), if required, as specified in the Special Conditions.
- c. Revenue Curve is based on percent complete of activity budgeted values (spread by early and/or late activity dates) as specified in the Special Conditions.
- d. The duration of each activity is limited to a reasonable length of time. If a CPM schedule is required, the duration shall be as specified in the Special Conditions.
- e. Activities are to be detailed work elements sufficient to represent that SUBCONTRACTOR understands the work and has planned for all critical items. CONTRACTOR will not recognize schedule impacts for non-critical work items.
- f. SUBCONTRACTOR shall date each submittal of the schedule. Each schedule submitted during the performance period shall show the current time line, depicting the amount of actual work completed against the amount of work planned.
- g. Each schedule activity for on-site work shall be work hour, quantity and revenue loaded.
- h. It is required for each activity to show an original "Baseline" or "Target Bar" for that activity's original early or late date as specified in the Special Conditions.

### 3. Frequency

Schedules shall be submitted as follows:

- a. The initial bar chart schedule is due within 7 calendar days after award. Should the Special Conditions state that a bar chart schedule is required, then the final revision of the bar chart schedule is due within 14 calendar days after award. Should the Special Conditions state that a CPM schedule is required, then the initial schedule shall be a bar chart due 7 calendar days after award and the initial CPM submittal shall be due no later than 14 calendar days after award. The final revision to the CPM shall be due within 28 calendar days after award.
- b. Submittal of an updated Schedule of Values shall be made concurrent with invoice dates and shall include budgeted dollars and work hours, percent complete and earned dollars and work hours as required by the Special Conditions.
- c. An updated bar chart or CPM (as required in the Special Conditions) schedule shall be submitted monthly to the SA, concurrent with invoice dates. Failure to submit the foregoing may result in withholding of payment until schedule receipt and acceptance by CONTRACTOR.

### 4. Content

- a. The construction schedule shall contain all items of work necessary for the successful completion of the Subcontract and as described herein and within the



Special Conditions. Work activities subcontracted to lower-tier subcontractors shall be so identified on the schedule. Activity time delays shall not automatically mean that an extension of Subcontract time is warranted or due SUBCONTRACTOR.

- b. Events that occur during the performance of the Subcontract, which impact SUBCONTRACTOR's ability to progress as planned shall be shown on the updated monthly schedule. Each impact to the critical path, if any, shall be termed a "fragnet", if using the CPM method. Proposed schedule impacts shall be submitted to CONTRACTOR for acceptance, with each proposal, for cost or schedule changes affecting the critical path.
- c. Accepted critical path work, added or deleted, shall be incorporated and shown on the updated monthly schedule. Payment for a change, which affected the critical path, may be withheld until it is incorporated into the portion of the schedule that it affects.
- d. Should SUBCONTRACTOR not be making satisfactory progress against its critical path schedule, it shall submit a recovery schedule or schedules for acceptance as directed by CONTRACTOR. The recovery schedule shall be of sufficient detail and duration to show how and when SUBCONTRACTOR shall return to the schedule that supports the Subcontract completion date.

5. Construction Short-Range Schedule

- a. Construction activities shall not be permitted without an accepted construction short-range schedule. A construction short-range schedule format shall be provided at the Pre-Construction Meeting. SUBCONTRACTOR shall prepare a four-week, look-ahead, or as specified by the Special Conditions, construction short-range schedule which includes a status of the activities of the previous weeks' work. The construction short-range schedule shall be submitted for acceptance each week.
- b. The construction short-range schedule shall include, as a minimum, all planned work activities which shall occur between the time the schedule is presented and the following four weeks, or as specified by the Special Conditions. The level of detail shall be such that CONTRACTOR is able to ascertain the type, location and duration of each scheduled activity, the type of materials and equipment to be utilized, and the need for CONTRACTOR support (e.g., radiological controls, breathing air, outages, excavations).
- c. The construction short-range schedule shall be utilized as a planning and scheduling tool, as a systematic means to notify other affected organizations of proposed construction activities. This schedule shall also be used to convey vital information to SUBCONTRACTOR personnel concerning possible safety hazards or other matters affecting construction activities. The schedule also provides a means of ensuring that responsible parties of CONTRACTOR are aware of SUBCONTRACTOR's presence and activities so that, in the event of an emergency, personnel can be notified and appropriately directed to safe areas.
- d. Each activity on the construction short-range Schedule shall be correlated with the most current construction schedule. No work shall be performed which is not on the construction Short-Range Schedule, unless it is changed for the day's work and approved by CONTRACTOR one (1) workday in advance of implementing the change.

6. Schedule of Values

- a. The Schedule of Values shall be submitted concurrent with the initial bar chart schedule.
- b. With respect to the requirements contained in the "Payment Under Fixed Priced Construction Subcontracts" Article, SUBCONTRACTOR shall submit to CONTRACTOR for approval a "Schedule of Values", which equals the value of the Subcontract. Payment for materials that are received and remain on site, but not yet installed may be made only if specifically indicated in the Schedule of Values and approved by the CONTRACTOR. The "Schedule of Values" shall match items of work on the construction schedule and be broken down by work breakdown structure (WBS) as specified in the Special Conditions. The construction schedule shall be quantity, work hour and revenue loaded. In addition to specifying the dollar value associated with each line item in the schedule, the percent that each item represents of the total shall also be indicated. The following example provides information required on the SOV.

**SCHEDULE OF VALUES**

(1) SUBCONTRACT NO.: PROJECT TITLE:									
(2) Code of Account	(3) Activity Description	(4) Unit of Meas.	(5) Quantity	(6) Work hours	(7) Labor Dollars	(8) Perm Material Dollars	(9) Other Dollars	(10) % of Total	(11) Total Value
<p>LEGEND:</p> <ol style="list-style-type: none"> <li>1) Subcontract No. and Title</li> <li>2) Code of Account is a numeric designation for construction activities related to the project baseline schedule activity or activities based on the 16 potential divisions as identified in the specifications.</li> <li>3) A brief description of the code of account activity.</li> <li>4) Key unit of measure for each code of account activity (i.e., LS-lump sum. lb-pounds, yd<sup>3</sup>-cubic yard).</li> <li>5) Total quantity of unit measure for each code of account.</li> <li>6) Total work hours associated with each code of account activity.</li> <li>7) Total labor dollars for each code of account activity.</li> <li>8) Total permanent material dollars for each code of account activity.</li> <li>9) Other Dollars are other project costs as they relate to the specific code of account activity or spread appropriately throughout the various activity accounts. The following are examples of such costs: misc. indirect construction material (i.e., expendable materials, form work materials, [rentals], etc.); Construction equipment (SUBCONTRACTOR owned or rented) bonds, insurance, overhead, G &amp; A, profit.</li> <li>10) Each account percent of total value.</li> <li>11) Total cost for each code of account activity which is the sum of labor (7), permanent material (8) and other dollars (9). The sum of all code of account activity total costs shall equal the total Subcontract value.</li> </ol>									

7. When construction reaches 95% or more complete, SUBCONTRACTOR shall show an activity on the construction short-range schedule for a formal project walk-through and formulation of a final punch list.

**GP-32 PROSECUTION OF WORK**

1. SUBCONTRACTOR's construction plan, method of operation and the forces employed shall, at all times, during the Subcontract, be subject to evaluation by CONTRACTOR and shall be sufficient to insure the completion of the work within the specified period of time. SUBCONTRACTOR shall furnish sufficient forces, shifts, overtime operations, including weekends and holidays, as may be necessary, to maintain the work on, or ahead of, the accepted construction schedule at all times. If, as determined by CONTRACTOR, SUBCONTRACTOR falls behind the accepted construction schedule which jeopardizes the completion date(s), SUBCONTRACTOR shall take such steps as may be necessary to

recover the lost time and maintain the construction schedule.

2. Accordingly, CONTRACTOR may direct SUBCONTRACTOR to increase the number of shifts, days of work and/or the amount of the construction plant operations and/or overtime operations, all without additional cost to CONTRACTOR, until such time as SUBCONTRACTOR, in the opinion of CONTRACTOR, is again maintaining the construction schedule. Failure of SUBCONTRACTOR to diligently and progressively proceed with the work and thus maintain the construction on schedule at all times, may result in CONTRACTOR terminating SUBCONTRACTOR for default.
3. Overtime and Holiday Work
  - a. Advance notice to CONTRACTOR is required as follows: one (1) work day for weekend work; two (2) work days for swing shift or graveyard shift work; and four (4) work hours for all other short duration/intermittent overtime work.
  - b. Upon written notice from SUBCONTRACTOR, three (3) work days in advance, CONTRACTOR agrees to adequately man the job on CONTRACTOR holidays not observed by the Construction Trades.
  - c. CONTRACTOR shall observe the following days as holidays:
    - (i) New Year's Day;
    - (ii) Memorial Day;
    - (iii) Independence Day;
    - (iv) Labor Day;
    - (v) Thanksgiving Day; and
    - (vi) Christmas Week .

### **GP-33 STOP WORK AUTHORITY**

1. **CONTRACTOR or the Government may stop all, or any part of, the work in the event the following occurs, or if comparable situations are encountered:**
  - a. **Observation and determination of conditions that present an immediate threat to the life and/or health of employees, workers, or the general public.**
  - b. **Observation of any activity or action, which is determined to be a threat to the environment or surrounding ecology.**
  - c. **Observation and determination of any activity that could result in the potential or actual damage to Government material, property, facilities, or equipment.**
  - d. **SUBCONTRACTOR fails to comply with the Quality requirements of the Subcontract.**
  - e. **SUBCONTRACTOR fails to comply or fails to provide resolution to a noncompliance with applicable ES&H requirements.**
2. **Should a representative of CONTRACTOR or the Government, other than the STR, stop the work SUBCONTRACTOR shall immediately notify the SA and STR.**

3. **CONTRACTOR shall issue a work stoppage for an indefinite period of time as may be necessary to effect corrective action or resolution of a specifically identified condition. SUBCONTRACTOR's failure to comply with "Stop Work" direction pursuant to this Article may result in termination of this Subcontract for default.**
4. **SUBCONTRACTOR has the authority and is encouraged to stop its work for failure to comply with the terms of this Subcontract. Should the work be stopped by SUBCONTRACTOR, SUBCONTRACTOR shall immediately notify the SA and STR. Upon corrective action or resolution of a specifically identified condition, SUBCONTRACTOR may re-start its work.**
5. **Any stop work order issued by CONTRACTOR under this clause shall be without prejudice to any legal or contractual rights of CONTRACTOR. The SUBCONTRACTOR shall not be entitled to an extension of time or additional costs or damages by reason of, or in connection with, any work stoppage ordered as a result of SUBCONTRACTOR'S fault or negligence.**

#### GP-34 SUSPENSION OF WORK

1. CONTRACTOR may order SUBCONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be determined appropriate for the convenience of CONTRACTOR. Upon expiration of the period of suspension, SUBCONTRACTOR shall promptly proceed with the work.
2. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted (1) by an act of CONTRACTOR in the administration of this Subcontract, or (2) by CONTRACTOR's failure to act within the time specified in this Subcontract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by such suspension, delay, or interruption of an unreasonable period of time and this Subcontract modified in writing accordingly.
3. No adjustment shall be made under this Article for any suspension, delay, or interruption to the extent (1) that performance would have been suspended, or delayed or interrupted by any other cause, including the fault or negligence of SUBCONTRACTOR, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Subcontract.
4. No claim under this Article shall be allowed (1) for any costs incurred more than 20 days before SUBCONTRACTOR shall have notified CONTRACTOR, in writing, of the act or failure to act, (but this requirement shall not apply to a claim resulting from a suspension order pursuant to Paragraph 1 of this Article), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under this Subcontract. No part of any claim under this Article by SUBCONTRACTOR shall be allowed, if not supported by adequate evidence showing that the cost would not have been incurred, but for a suspension within the meaning of this Article.

5. In order to test the effectiveness of the warning evacuation system, a practice drill of not more than 4 hours duration shall be conducted at the convenience of DOE and CONTRACTOR, at some time during each calendar year quarter. SUBCONTRACTOR is eligible for equitable adjustment for any unreasonable delay beyond the 4-hour duration in accordance with this Article.

#### GP-35 DEFAULT

1. If SUBCONTRACTOR fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in the Subcontract, including any extension, or fails to complete the work within this time, or fails to comply with any of the other provisions of this Subcontract, CONTRACTOR may, by written notice to SUBCONTRACTOR, terminate the Subcontract in whole or in part.
2. In the event of termination for default, the CONTRACTOR may take over the terminated work and complete it by subcontract or other means and may take possession of, and use, any materials, appliances and plant on the work site necessary for completing the work. SUBCONTRACTOR, however, shall continue with any work not terminated. Whether or not the Subcontract is terminated in whole or in part, SUBCONTRACTOR and its sureties shall be liable for any damages to CONTRACTOR or Government resulting from SUBCONTRACTOR's failure to prosecute the work with the diligence to insure its completion within the time specified, or from the failure of SUBCONTRACTOR to comply with any other provisions of this Subcontract. This liability includes any increased costs incurred by CONTRACTOR in completing the work. With respect to any failure by SUBCONTRACTOR to prosecute the work, or any separable part, with the diligence to insure its completion within the time specified in the Subcontract, or any failure to comply with any of the provisions of this Subcontract (other than the failure to complete the work within the time specified in the Subcontract), CONTRACTOR's right to terminate the Subcontract under this Article may be exercised if SUBCONTRACTOR does not cure such failure within ten (10) calendar days (or more as authorized in writing by CONTRACTOR) after SUBCONTRACTOR's receipt of a cure notice.
3. SUBCONTRACTOR shall not be terminated nor SUBCONTRACTOR charged with damages under this Article, if:
  - a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of SUBCONTRACTOR.

Examples of such causes include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another CONTRACTOR(s) or SUBCONTRACTOR(s) in the performance of a contract with CONTRACTOR, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of lower-tier SUBCONTRACTOR or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both SUBCONTRACTOR and the lower-tier SUBCONTRACTORS or suppliers; and
  - b. SUBCONTRACTOR, within 10 calendar days from the beginning of any delay (unless extended by the SA), notifies the SA in writing of the causes of delay. The SA will ascertain the facts and the extent of delay. If, in the judgment of the SA, the

findings of fact warrant such action, the time for completing the work shall be extended. The findings of the SA shall be final and conclusive on the parties, subject to appeal under the "Disputes" Article.

4. CONTRACTOR will pay for completed and accepted portions of the Subcontract. SUBCONTRACTOR and CONTRACTOR will agree on the amount of payment. Failure to agree shall be a dispute under the "Disputes" Article. CONTRACTOR may withhold, from amounts due to SUBCONTRACTOR, any sum it determines to be necessary to protect itself against loss because of outstanding liens or claims of former lien holders. In addition, CONTRACTOR may withhold all or such portion of any amount due to SUBCONTRACTOR as, in the discretion of CONTRACTOR, is reasonable to offset any damages suffered by CONTRACTOR or Government as a result of default by SUBCONTRACTOR.
5. If the Subcontract completion date passes and the work is not completed, CONTRACTOR may forbear effecting its remedies under this Article. If such forbearance extends through completion of the work, consideration for CONTRACTOR's forbearance may be negotiated. Final payment may be withheld until satisfactory consideration is established.
6. If, after termination pursuant to this Article, it is determined that SUBCONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
7. The rights and remedies of CONTRACTOR or the Government in this Article are in addition to any other rights and remedies provided by law or under the Subcontract.

#### GP-36 TERMINATION FOR CONVENIENCE

1. CONTRACTOR may terminate the Subcontract in whole or in part. The SA will terminate by delivering to SUBCONTRACTOR a Notice of Termination specifying the extent of termination and the effective date.
2. After receipt of a Notice of Termination and except as directed by the SA, SUBCONTRACTOR shall immediately proceed with the following:
  - a. Stop work as specified in the notice.
  - b. Place no further lower-tier subcontracts or orders (referred to as Subcontracts in this Article) for materials, services, or facilities, except as necessary to complete any non-terminated portion of the Subcontract.
  - c. Terminate all subcontracts to the extent they relate to the work terminated.
  - d. As directed by the SA, assign to CONTRACTOR or the Government, all rights, title and interest of SUBCONTRACTOR under its terminated lower-tier subcontracts, in which case CONTRACTOR or the Government shall have the right to settle or to pay any termination settlement proposal arising out of those termination's or;  
  
Settle all outstanding liabilities and termination settlement proposals arising from the termination of lower-tier subcontracts with approval or ratification to the extent required by CONTRACTOR; the approval or ratification shall be final for purposes of this Article.

- e. As directed by the SA, transfer title and deliver to CONTRACTOR or the Government:
    - (i) The fabricated or unfabricated parts, work in process, completed work, supplies and other material produced or acquired for the work terminated; and
    - (ii) The completed or partially completed plans, drawings, information and other property that, if the Subcontract had been completed, would have been furnished to CONTRACTOR.
  - f. Complete performance of the work not terminated.
  - g. Take any action that may be necessary, or that the SA may direct, for the protection and preservation of the property related to the Subcontract that is in the possession of SUBCONTRACTOR and its lower tiers and in which CONTRACTOR has or may acquire an interest.
  - h. Use its best efforts to sell, as directed or authorized by the SA, any property of the types referred to in subparagraph "g" herein; provided, however, that SUBCONTRACTOR:
    - (i) Is not required to extend credit to any purchaser; and
    - (ii) May acquire the property under the conditions prescribed by, and at prices approved by, the SA. The proceeds of any transfer or disposition shall be applied to reduce any payments to be made by CONTRACTOR under its Subcontract, credited to the price or cost of the work, or paid in any other manner directed by the SA.
3. After termination, SUBCONTRACTOR shall submit a final termination settlement proposal to CONTRACTOR in the form and with the certification prescribed. SUBCONTRACTOR shall submit the proposal promptly, but no later than six months from the effective date of termination, unless extended in writing upon written request of SUBCONTRACTOR within this six months period. If CONTRACTOR determines that the facts justify it, a termination settlement proposal may be received and acted on after one year or any extension. If SUBCONTRACTOR fails to submit the proposal within the time allowed, CONTRACTOR may determine, on the basis of information available, the amount, if any, due SUBCONTRACTOR because of the termination and shall pay the amount determined.
4. Subject to Paragraph 3 herein, SUBCONTRACTOR and CONTRACTOR may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work performed. However, the agreed amount, whether under this Paragraph 4 or in Paragraph 5, exclusive of costs shown in subparagraph 5.b, may not exceed the total Subcontract price as reduced by:
- a. The amount of payments previously made; and
  - b. The Subcontract price of work not terminated. The Subcontract shall be amended and SUBCONTRACTOR paid the agreed amount. Paragraph 5 of this Article shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
6. If SUBCONTRACTOR and CONTRACTOR fail to agree on the whole amount to be paid to

SUBCONTRACTOR because of the termination of work, CONTRACTOR will pay SUBCONTRACTOR the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 4 of this Article:

- a. For Subcontract work performed before the effective date of termination, the total (without duplication of any items) of:
  - (i) The cost of the work;
  - (ii) The cost of settling and paying termination settlement proposals under terminated lower-tier subcontracts that are properly chargeable to the terminated portion of the Subcontract if not included in the costs submitted under this Article; and
  - (iii) A sum, as profit on the costs submitted under this Article, determined by CONTRACTOR under FAR 49.202, in effect on the date of the Subcontract, to be fair and reasonable; however, if it can be reasonably concluded that SUBCONTRACTOR would have sustained a loss on the entire Subcontract had it been completed, the SA will allow no profit and will reduce the settlement to reflect the indicated rate of loss.
- b. The reasonable costs of settlement of the work terminated, including:
  - (i) Accounting, legal, clerical and other expenses reasonably incurred for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of lower-tier subcontracts (excluding the amounts of such settlements); and
  - (iii) Storage, transportation and other costs reasonably incurred, for the preservation, protection, or disposition of the termination inventory.
7. Except for normal spoilage and except to the extent that CONTRACTOR expressly assumed the risk of loss, CONTRACTOR will exclude from the amounts payable to SUBCONTRACTOR under Paragraph 5 of this Article, the fair value, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to CONTRACTOR or to a buyer.
8. The cost principles and procedures of FAR Part 31, in effect on the date of the solicitation, shall govern all costs claimed, agreed to, or determined under this Article.
9. SUBCONTRACTOR may dispute, pursuant to the "Disputes" Article, any determination made by CONTRACTOR under Paragraphs 3, 5, or 10 of this Article, except that if SUBCONTRACTOR failed to submit the termination settlement proposal within the time provided in Paragraph 3 or 10 and failed to request a time extension, the right to dispute is forfeited. If CONTRACTOR has made a determination of the amount due under Paragraphs 3, 5, or 10 of this Article, CONTRACTOR will pay SUBCONTRACTOR:
  - a. The amount determined; or
  - b. The amount finally determined via dispute resolution.
10. In arriving at the amount due SUBCONTRACTOR under this Article, there shall be deducted:



- a. All unliquidated advance or other payments to SUBCONTRACTOR under the terminated portion of the Subcontract;
  - b. Any claim which CONTRACTOR has against SUBCONTRACTOR under the Subcontract; and
  - c. The agreed price for, or the proceeds of sale of, materials, supplies, acquired by SUBCONTRACTOR or sold under the provision of this Article and not recovered by or credited to CONTRACTOR.
11. If the termination is partial, SUBCONTRACTOR may file a proposal with the SA for an equitable adjustment of the price(s) of the continued portion of the Subcontract. The SA will make any equitable adjustment agreed upon. Any proposal by SUBCONTRACTOR for an equitable adjustment under this Article shall be requested within forty-five (45) calendar days from the effective date of termination unless extended in writing by the SA.
12. CONTRACTOR may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by SUBCONTRACTOR for the terminated portion of the subcontract, if the SA believes the total of these payments will not exceed the amount to which SUBCONTRACTOR will be determined to be entitled.
  - a. If the total payments exceed the amount finally determined to be due, SUBCONTRACTOR shall repay the excess to CONTRACTOR, upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by SUBCONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in SUBCONTRACTOR's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) calendar days after the date of the retention or disposition, or a later date determined by the SA because of the circumstances.
13. Unless otherwise provided in the Subcontract, or by statute, SUBCONTRACTOR shall maintain all records and documents relating to the terminated portion of the Subcontract for three (3) years after final settlement. This includes all books and other evidence bearing on SUBCONTRACTOR's costs and expenses under the Subcontract. SUBCONTRACTOR shall make these records and documents available to CONTRACTOR, at SUBCONTRACTOR's office, at all reasonable times, without any direct charge. If approved by the SA, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

#### GP-37 DISPUTES

1. The parties agree that the appropriate forum for resolution of any dispute or claim pertaining to the Subcontract shall be a court of competent jurisdiction as follows:
  - a. Subject to Paragraph 1.b. of this Article, any such litigation shall be brought and prosecuted exclusively in Federal District Court; with venue in the United States District Court for the District of Idaho, in Pocatello, Idaho.
  - b. Provided, however, that in the event that the requirements for jurisdiction in the Federal District Court for the District of Idaho, in Pocatello, Idaho, are not present, such litigation shall be brought in the District Court of the Seventh Judicial District

of the State of Idaho, in and for the County of Bonneville, with venue in the District Court of the Seventh Judicial District for the District of Idaho, in Idaho Falls, Idaho.

2. Any substantive issue of law in such dispute, claim or litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. Nothing in this Article shall grant to SUBCONTRACTOR by implication any statutory rights or remedies not expressly set forth in the Subcontract.
3. The parties agree that alternate dispute resolution (ADR) is an option for resolving disputes pertaining to this Subcontract and, upon the mutual agreement of the parties, ADR will be utilized. The particular ADR process to be used must also be mutually agreed upon and set forth in a written agreement signed by both parties.

Possible ADR procedures include, but are not limited to:

- a. a neutral party to preside over the resolution process;
  - b. mediation;
  - c. binding arbitration.
4. Any ADR process agreed to by the Parties shall take place in Idaho Falls, Idaho.
  5. There shall be no interruption to the prosecution of the work and SUBCONTRACTOR shall proceed diligently with the performance of the Subcontract pending final resolution on any dispute, claim, or litigation arising under or related to the Subcontract between the parties hereto or between SUBCONTRACTOR and its lower-tier subcontractors.
  6. The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613) shall not apply to the Subcontract; provided, however, nothing in this Article shall prohibit CONTRACTOR, at its sole discretion, from sponsoring a claim of SUBCONTRACTOR for resolution under the provisions of its prime contract with DOE. In the event that CONTRACTOR sponsors a claim at the request of SUBCONTRACTOR, SUBCONTRACTOR shall be bound by the decision of the cognizant DOE Contracting Officer to the same extent and in the same manner as CONTRACTOR.

#### GP-38 ASSIGNMENT

1. Neither this Subcontract nor any interest herein nor claim hereunder shall be assigned or transferred by SUBCONTRACTOR, except as expressly authorized in writing by CONTRACTOR. This Subcontract may be assigned by CONTRACTOR to the DOE or to DOE's designee(s).
2. SUBCONTRACTOR may assign, with CONTRACTOR's approval, claims for moneys due or to become due hereunder to a bank, trust company, or other financial institution, including any Federal-lending agency. Any such assignment may cover all amounts payable under this Subcontract and not already paid and shall not be made to more than one party, except that any such assignment may be made to one party, as agent or trustee to two or more parties participating in SUBCONTRACTOR's financing. Payments to an assignee of any monies due, or to become due hereunder, shall be subject to set off or recoupment for any present or future claim or claims which CONTRACTOR may have against SUBCONTRACTOR arising under this or other subcontracts. SUBCONTRACTOR shall supply CONTRACTOR immediately with two copies of any such assignment and shall indicate on each invoice to

whom payment is to be made.

#### GP-39 BANKRUPTCY

In the event SUBCONTRACTOR enters into proceedings relating to bankruptcy, whether voluntary or involuntary, SUBCONTRACTOR agrees to furnish, by certified mail, written notification of bankruptcy to the SA responsible for administering the Subcontract. This notification shall be furnished within five (5) calendar days of initiation of proceedings relating to bankruptcy filing. This notification shall include the date on which bankruptcy petition was filed, identity of the court in which bankruptcy petition was filed and a listing of Government contract numbers and contract offices for all Government contracts against which final payment by Government has not been made. This obligation remains in effect until final payment under the Subcontract.

#### GP-40 CHANGES

1. CONTRACTOR may at any time, and without notice to the sureties, make changes within the general scope of this Subcontract, in any one or more of the following:
  - a. In the specifications (including drawings and designs);
  - b. In the method or manner of performance of the work;
  - c. In CONTRACTOR-furnished facilities, equipment, materials, services, or site; and/or
  - d. Directing acceleration in the performance of the work.
2. Any written or oral change (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the STR that is within the general scope of the Subcontract, shall be treated as a change order under this Article; provided, that SUBCONTRACTOR gives the SA and STR written notice stating:
  - a. The date, circumstances and source of the change; and
  - b. That SUBCONTRACTOR regards the change as a change order.
3. Except as provided in this Article, no order, statement, or conduct of the STR shall be treated as a change under this Article, or entitle SUBCONTRACTOR to an equitable adjustment.
4. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Subcontract, whether changed or not changed by any such order, an upward or downward equitable adjustment shall be made in Subcontract cost or delivery schedule or both, and the Subcontract shall be modified in writing accordingly.

If at any time SUBCONTRACTOR believes that acts or omissions of the CONTRACTOR constitute a change to the work not covered by change documentation, SUBCONTRACTOR shall within ten (10) calendar days of discovery of such act or omission submit a written notice explaining in detail the basis for the request.

If SUBCONTRACTOR intends to assert a claim for equitable adjustment under this clause it must, within five (5) calendar days after receipt of change documentation, provide written

notification of such intent and within a further ten (10) calendar days, pursuant to General Provision 41, "PRICE PROPOSAL FORMAT FOR CHANGES", submit to CONTRACTOR a written proposal setting forth the nature, schedule impact and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiation.

Failure to agree to any adjustments shall be a dispute within the meaning of the Article of these General Provisions entitled "Disputes." Nothing in this Article shall excuse SUBCONTRACTOR from proceeding with the Subcontract as changed. Whenever practicable, negotiation of changes prior to work commencement shall be exercised. Otherwise, SUBCONTRACTOR shall submit its proposal and assert entitlement to an adjustment under this Article within thirty (30) calendar days after either of the following:

- a. Receipt of a written change order under Paragraph 1 of this Article; or
  - b. Furnishing notice under Paragraph 2 of this Article, by submitting, to the STR, a written statement describing the general nature and amount of the proposal. The written statement may be included in the notice under Paragraph 2.
5. CONTRACTOR form entitled Subcontractor Field Problem (SFP) shall be used to request deviations, waivers, SUBCONTRACTOR product substitutions (equals) and design changes. CONTRACTOR and SUBCONTRACTOR agree that after a SFP is originated, and then documented as a change by CONTRACTOR, or a change is otherwise initiated, a meeting to establish the scope of the change will be held. At the conclusion of the next scheduled Construction Status Meeting, a meeting will be convened specifically to negotiate price and performance impacts due to the change. Both parties agree they will come to these meetings prepared to resolve the issues and negotiate.
  6. The pricing of work deleted shall be a downward adjustment in price, equal to the cost SUBCONTRACTOR would have incurred had the work been performed, plus profit and bond.
  7. No proposal by SUBCONTRACTOR for an equitable adjustment shall be allowed if asserted after final payment under the Subcontract.

#### GP-41 PRICE PROPOSAL FORMAT FOR CHANGES

1. SUBCONTRACTOR's proposal must provide sufficient detail and supporting documentation such that it can be used as a basis for negotiations to reach an equitable settlement for the total amount of the proposed or directed change. The proposal shall include the following elements, as appropriate, considering the scope of the change:
  - a. Cost breakdown by division of work (Construction Specification Institute [CSI] format - 1 through 16). Cost breakdown by labor, material, equipment and lower-tier SUBCONTRACTOR.
    - (i) Labor (including description, labor rates, quantities, production rates and work hours and any necessary labor markups).
    - (ii) Material (including description, quantities and unit rates for both permanent and expendable materials).
    - (iii) Equipment (including description, quantity, unit rates and duration for owned or rented equipment).

- (iv) **Lower-tier SUBCONTRACTOR's proposal(s) shall include a breakdown by labor, material and equipment with sufficient detail to support the breakdown. Proposal must clearly indicate scope of the lower-tier's work. SUBCONTRACTOR shall ensure the accuracy of lower-tier SUBCONTRACTOR's proposal(s) prior to submission to CONTRACTOR.**

b. Mark up Rates:

The markup rates used for price adjustments under the "Changes" and "Differing Site Conditions" Articles are limited to those stated in the Special Conditions or Subcontract Agreement.

- c. Summarize all amounts, including appropriate markups and sum to the total amount of the proposed change. Provide sufficient justification and detail to support any and all the final markups.

2. Schedule Impact Analysis

- a. If the proposed change is considered to impact the schedule, a schedule-impact analysis is required; if not, so indicate.
- b. The impact analysis must clearly explain how and why the proposed change is considered to impact completion of the work. The use of a schedule fragnet to detail the impact of the proposed change on the currently accepted schedule is required. An analysis shall be required to negotiate an equitable time adjustment.
- c. The impact analysis shall conclude with a summary of the time extension requested, the milestones or completion dates impacted and the new proposed milestone/completion dates.

GP-42 PAYMENT UNDER FIXED PRICE CONSTRUCTION SUBCONTRACTS

- 1. CONTRACTOR will make payments monthly as the work proceeds on the earned value of work completed, which meets the standards of quality established under the Subcontract. Payment shall be made for work in-place, on site and in accordance with the accepted revenue-loaded schedule and approved Schedule of Values. Payment for materials delivered to the site and not included in work in-place will be allowed as approved by the Subcontract Administrator. SUBCONTRACTOR shall submit concurrent with the monthly progress invoice, a justification for CONTRACTOR approval to support such request(s) including applicable material invoices. Payment for material off site shall be unallowable, unless set forth otherwise in the Subcontract.
- 2. Payment terms shall be net thirty (30), unless specified otherwise in the Subcontract. Credit and discount periods shall be computed in calendar days, from the date a properly executed invoice is payable, to the date SUBCONTRACTOR's check is mailed. The discount will be taken on the full amount due under the invoice. CONTRACTOR will pay SUBCONTRACTOR ninety percent (90%) of the approved invoice amount retaining the balance (Retention) pending Final Acceptance of the work or as otherwise specified below.
- 3. If SUBCONTRACTOR, after submitting a progress invoice, discovers that a portion or all of

such request constitutes a payment for performance by SUBCONTRACTOR that fails to conform to the specifications, terms and conditions of the Subcontract (hereinafter referred to as the "unearned amount"), SUBCONTRACTOR shall:

- a. Notify the SA of such performance deficiency; and
  - b. Shall pay CONTRACTOR an amount equal to interest (computed by the SA in the manner provided in 31 U.S.C 3903(c)(1)) on the unearned amount, from the date of receipt of the unearned amount until:
    - (i) The date SUBCONTRACTOR notifies the SA that the performance deficiency has been corrected; or
    - (ii) The date SUBCONTRACTOR reduces the amount of any subsequent progress invoice by an amount equal to the unearned amount.
4. If CONTRACTOR finds that satisfactory progress was achieved during any period for which a payment is to be made, the SA will authorize payment to be made in full minus applicable discounts and retention. However, if satisfactory progress has not been made, CONTRACTOR may retain payment in full or in part until satisfactory progress is achieved.
5. SUBCONTRACTOR's performance shall be measured for compliance with the following key Subcontract elements: (See Supplier Performance Evaluation System.)
- a. Safety;
  - b. Technical Performance;
  - c. Quality Assurance/Inspection;
  - d. Completion; and
  - e. Administration.

When the work is substantially complete, the SA may retain from previously withheld funds and future payments that amount the SA considers adequate for protection of CONTRACTOR and will release to SUBCONTRACTOR all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the Subcontract, for which the price is stated separately in the Subcontract, payment will be made for the completed work without retention.

6. All material and work covered by progress invoices shall, at the time of payment, become the sole property of the Government, but this shall not be construed as:
- a. Relieving SUBCONTRACTOR from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  - b. Waiving the right of CONTRACTOR to require the fulfillment of all of the terms of the Subcontract.
7. Title to all material and work specified in the Subcontract shall be furnished free and clear of all liens, claims and encumbrances. SUBCONTRACTOR agrees to hold CONTRACTOR and the Government harmless from all liens, claims or demands in connection with all

materials and work furnished under the Subcontract.

8. In making payments, CONTRACTOR will, upon request, reimburse SUBCONTRACTOR for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after SUBCONTRACTOR has furnished evidence of full payment to the surety. The retention provisions of this Article shall not apply to that portion of payments attributable to bond premiums.
9. CONTRACTOR will pay the final amount due SUBCONTRACTOR under the Subcontract after:
  - a. Completion and acceptance of all work and deliverables as defined in the Subcontract (e.g., vendor data, training records, redlines);
  - b. Verification that all security badges have been returned to CONTRACTOR or transferred to another project;
  - c. Presentation of a properly executed voucher; and
  - d. Execution of a release of all claims arising by virtue of the Subcontract, other than claims, in stated amounts, that SUBCONTRACTOR has specifically excepted from the operation of the release. A release may also be required of the assignee if SUBCONTRACTOR's claim to amounts payable under the Subcontract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15). Notwithstanding any provision of the Subcontract, payments shall not exceed 80 percent of the maximum price, for work accomplished on undefinitized Subcontract actions. A "subcontract action" is any action resulting in a subcontract, as defined in FAR Subpart 2.1, including Subcontract modifications for additional supplies or services, but not including Subcontract modifications that are within the scope and under the terms of the Subcontract, such as Subcontract modifications issued pursuant to the "Changes" Article, or funding and other administrative changes.
10. Progress Invoice Form
  - a. Requests for payment for completed "work in-place" shall be submitted to the STR on form entitled "Progress Invoice for Construction Subcontracts." The detail required on this invoice form shall be the same as that in the approved "Schedule of Values", together with appropriate percentages and amounts for the "prior" and "current" periods as required by the form.
  - b. Prior to submitting the invoice for payment to the SA, SUBCONTRACTOR's superintendent shall schedule and participate in a walk-through of the work area with the STR, in order to reach agreement upon the percent complete for each of the line items on the progress invoice form. The percentages agreed to during the walk-through shall be the basis for the amounts invoiced on the progress invoice.

#### GP-43 EXCESS COSTS INCURRED BY CONTRACTOR

1. SUBCONTRACTOR shall reimburse CONTRACTOR for all costs incurred by CONTRACTOR and/or DOE due to SUBCONTRACTOR's failure to comply with Subcontract requirements, including but not limited to:
  - a. Environmental, safety, health, or quality assurance violations;

- b. Rework necessary to meet Subcontract requirements;
- c. Support of SUBCONTRACTOR's recovery schedule;
- d. Inspections by CONTRACTOR not performed, as scheduled, due to incomplete or inadequate status of the work for which SUBCONTRACTOR is at fault;
- e. Inspections that must be repeated by CONTRACTOR due to errors, omissions, mismanagement or any fault of SUBCONTRACTOR;
- f. Vendor data review and processing as a result of re-submittals in excess of three (3), which are attributable to inadequate SUBCONTRACTOR coordination or preparation;
- g. SUBCONTRACTOR's failure to restore all Government-owned property, facilities, utilities, or systems, including replacement of survey stakes, to "like-for-like" condition after use or damage by SUBCONTRACTOR;
- h. SUBCONTRACTOR's failure to adequately repair and/or replace property of a third party damaged by SUBCONTRACTOR;
- i. SUBCONTRACTOR's failure to maintain the cleanliness and orderly arrangement of the work site during construction and at final acceptance, within reason, to the satisfaction of CONTRACTOR; and
- j. Hazardous or environmentally detrimental spills caused by SUBCONTRACTOR with clean-up performed by CONTRACTOR will be charged to SUBCONTRACTOR at cost of \$1,000.00 per event.

#### GP-44 DIFFERING SITE CONDITIONS

1. SUBCONTRACTOR shall promptly (within one (1) work day) and before the conditions are disturbed, give a written notice to the STR of:
  - a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Subcontract; or
  - b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Subcontract.
2. CONTRACTOR will investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in SUBCONTRACTOR's cost of, or the time required for, performing any part of the work under the Subcontract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this Article and the Subcontract modified in writing accordingly.
3. No request by SUBCONTRACTOR for an equitable adjustment to the Subcontract under this Article shall be allowed, unless SUBCONTRACTOR has given the timely written notice required; except that the time prescribed for giving written notice may be extended by the SA.



4. No request by SUBCONTRACTOR for an equitable adjustment to the Subcontract for differing site conditions shall be allowed if such request is made after final payment is requested under the Subcontract.

#### GP-45 VARIATION IN ESTIMATED QUANTITIES

1. If the quantity of a unit-priced item in the Subcontract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the Subcontract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity.
2. If the quantity variation is such as to cause an increase in the time necessary for completion, SUBCONTRACTOR may request, in writing, an extension of time, to be received by the SA within 10 calendar days from the beginning of the delay, or within such further period as may be granted by the SA before the date of final settlement of the Subcontract. Upon the receipt of a written request for an extension, the SA will ascertain the facts and make an adjustment for extending the completion date that, in the judgment of the SA, is justified.

#### GP-46 QUANTITY SURVEYS

1. Quantity surveys will be conducted and the data derived from these surveys will be used in computing the quantities of work performed and the actual construction completed and in-place.
2. CONTRACTOR will conduct the original and final surveys and make the computations based on them. SUBCONTRACTOR shall conduct the surveys for any periods for which payments are requested and shall make the computations based on these surveys. All surveys conducted by SUBCONTRACTOR shall be witnessed and verified by CONTRACTOR.
3. Promptly upon completing a survey, SUBCONTRACTOR shall furnish to CONTRACTOR the original of all field notes and other records relating to the survey or layout of the work, which shall be used to determine the amount of payment. SUBCONTRACTOR shall retain copies of all such material furnished to CONTRACTOR.

#### GP-47 CONTRACTOR-FURNISHED GOVERNMENT-OWNED MATERIAL

(The following Article shall apply only if there is a list of Government-owned material to be used for the work being performed under the Subcontract.)

1. CONTRACTOR will deliver to SUBCONTRACTOR, for use in connection with and under the terms of the Subcontract, the Government material described in Schedule "X" of the

Subcontract, together with such related data and information SUBCONTRACTOR may request and as may be reasonably required for the intended use of the material.

2. SUBCONTRACTOR shall prepare and submit to CONTRACTOR by written notice a "Request for Government-Owned Material and/or Equipment."
3. The delivery or performance dates for the Subcontract are based upon the expectation that material, suitable for use, will be delivered to SUBCONTRACTOR at the times stated in the Subcontract or, if not stated, in sufficient time to enable SUBCONTRACTOR to meet SUBCONTRACTOR's performance dates.
4. The quantity shown for items listed in Schedule "X" is the only amount of the item that shall be made available free of charge. The indicated quantity is not to be regarded as a representation of the total or absolute amount of the material that shall be required to complete the project according to the specifications and drawings.
5. CONTRACTOR-furnished items shall be available only during normal work hours and a 1 workday minimum advance notice (Fridays, Saturdays, Sundays and holidays excluded) to CONTRACTOR shall be required. SUBCONTRACTOR shall be responsible for all unloading, loading, transporting, storage and handling necessary from point of delivery as indicated in Schedule "X". SUBCONTRACTOR shall arrange to unload transit vehicles prior to the assessment of demurrage and shall be financially responsible for all demurrage charges that occur as a result of SUBCONTRACTOR's inaction, fault, or negligence.
6. If SUBCONTRACTOR receives CONTRACTOR-furnished material in a condition not suitable for the intended use, SUBCONTRACTOR shall, upon receipt of it, notify the STR detailing the facts and as directed by the STR at CONTRACTOR expense, either repair, return, or otherwise dispose of the material. After completing the directed action and upon written request of SUBCONTRACTOR, an equitable adjustment in the Subcontract shall be made.
7. If CONTRACTOR-furnished material is not delivered to SUBCONTRACTOR by the required time, the SA will, upon SUBCONTRACTOR's timely written request, make a determination of the delay, if any, caused SUBCONTRACTOR and will make an equitable adjustment in the Subcontract.
8. Changes in CONTRACTOR-Furnished Material
  - a. CONTRACTOR may, by written notice:
    - (i) Decrease the Government-owned material provided or to be provided under the Subcontract; or
    - (ii) Substitute other Government-owned material for the material to be provided by CONTRACTOR.
  - b. SUBCONTRACTOR shall promptly take such action as CONTRACTOR may direct regarding the removal, shipment, or disposal of the material covered by such notice.
  - c. Upon SUBCONTRACTOR's written request, CONTRACTOR will make an equitable adjustment to the Subcontract, if CONTRACTOR has agreed in the schedule to make the material available for performing the Subcontract and there is any:

- (i) Decrease in, or substitution for, the property; or
- (ii) Withdrawal of authority to use the property.

9. Title to Government Material

- a. The Government shall retain title to all CONTRACTOR-furnished material.
- b. All CONTRACTOR-furnished material and all material acquired by SUBCONTRACTOR, title to which vests in the Government under this paragraph (collectively referred to as "Government material"), are subject to the provisions of this Article. Title to Government material shall not be affected by its incorporation into or attachment to any material not owned by the Government, nor shall Government material become a fixture or lose its identity as personal property by being attached to any real property.
- c. Title to each item of facilities and special test equipment, acquired by SUBCONTRACTOR for CONTRACTOR under the Subcontract, shall pass to and vest in the Government when CONTRACTOR has paid for it.

10. The Government material shall be used only for performing the Subcontract, unless otherwise provided in the Subcontract or approved by CONTRACTOR.

11. Material Administration

- a. SUBCONTRACTOR shall be responsible and accountable for all Government material under the Subcontract while it is in SUBCONTRACTOR's possession.
- b. If damage occurs to Government material prior to transfer to SUBCONTRACTOR or after acceptance by CONTRACTOR, the risk of which has been assumed by CONTRACTOR under the Subcontract, CONTRACTOR will replace the items or SUBCONTRACTOR shall make such repairs as CONTRACTOR directs. However, if SUBCONTRACTOR cannot affect such repairs within the time required, SUBCONTRACTOR shall dispose of the material as directed by CONTRACTOR. When any material for which CONTRACTOR is responsible is replaced or repaired by SUBCONTRACTOR, CONTRACTOR will make an equitable adjustment in the Subcontract.
- c. SUBCONTRACTOR represents that the Subcontract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of material for which SUBCONTRACTOR is responsible shall be accomplished by SUBCONTRACTOR at its own expense.

12. CONTRACTOR and its designees shall have access at all reasonable times to the premises in which any Government material is located, for the purpose of inspecting the Government material, through coordination by the STR.

13. Unless otherwise provided in the Subcontract, SUBCONTRACTOR assumes the risk of and shall be responsible for, any loss or destruction of, or damage to, Government material upon its delivery to SUBCONTRACTOR or upon passage of title to the Government. However, SUBCONTRACTOR is not responsible for reasonable wear and tear to Government material or for Government material properly consumed in performing the Subcontract.

14. Equitable Adjustment

When this Article specifies an equitable adjustment, it shall be made to any affected Subcontract provision in accordance with the procedures of the "Changes" Article. When appropriate, the SA may initiate an equitable adjustment in favor of CONTRACTOR. The right to an equitable adjustment shall be SUBCONTRACTOR's exclusive remedy. CONTRACTOR shall not be subject to litigation for breach of contract for:

- a. Any delay in delivery of CONTRACTOR-furnished material; or
  - b. Delivery of Government material in a condition not suitable for its intended use;
  - c. A decrease in, or substitution of, CONTRACTOR-furnished material;
  - d. Failure to repair or replace Government material for which CONTRACTOR is responsible.
15. Upon completing the Subcontract, or at such earlier dates as may be fixed by CONTRACTOR, SUBCONTRACTOR shall submit, in a form acceptable to CONTRACTOR, inventory schedules covering all items of Government material (including any resulting scrap) not consumed in performing the Subcontract or delivered to CONTRACTOR. SUBCONTRACTOR shall deliver, f.o.b. origin, the Government material as may be directed or authorized by CONTRACTOR.
16. Abandonment and Restoration of SUBCONTRACTOR Premises
- Unless otherwise provided herein, CONTRACTOR:
- a. May abandon any Government material in-place, at which time all obligations of CONTRACTOR regarding such abandoned material shall cease; and
  - b. Has no obligation to restore or rehabilitate SUBCONTRACTOR's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or Subcontract completion). However, if the material (listed in Schedule "X") is withdrawn or is unsuitable for the intended use, or if other material is substituted, then the equitable adjustment may properly include restoration or rehabilitation cost.
17. All communications under this Article shall be in writing.

**GP-48 USE BY SUBCONTRACTOR OF CONTRACTOR-OPERATED GOVERNMENT-OWNED FACILITIES, UTILITIES AND EQUIPMENT**

- 1. If not identified elsewhere in the Subcontract, SUBCONTRACTOR shall submit to CONTRACTOR STR a written request for usage of CONTRACTOR-operated government-owned facilities, utilities and equipment, which shall include a description of the proposed usage and any pertinent information or explanation, such as the type of operation, maximum loading and anticipated period of use.
  - a. Operations of equipment shall be in accordance with the manufacturer's instructions and all pre-operational checks, adjustments and maintenance requirements shall have been completed prior to operation.
  - b. All operational features such as overload protection, automatic controls, safety devices and all other permanent features shall be installed and operable.

- c. After using any Government-owned items or facilities, SUBCONTRACTOR shall restore them to the original condition (like-for-like) the items or facilities were in when SUBCONTRACTOR received them, including painting, cleaning and lubrication.
  - d. Acceptance of the return of a Government-owned item or facility by CONTRACTOR is subject to SUBCONTRACTOR's observance and compliance with the foregoing.
2. Cold Weather Activities/Maintaining Conditions: Temporary heat and cold weather protection (e.g., enclosures) shall be provided by SUBCONTRACTOR as necessary to establish minimum conditions for freeze protection. Failure to maintain minimum conditions shall be cause for correction or replacement by SUBCONTRACTOR of Government-owned facilities, utilities and equipment.
3. Property, Facilities and Services Provided to SUBCONTRACTOR

CONTRACTOR will make available to SUBCONTRACTOR the property, facilities and services described below for its use in performance of the work. Any work or action indicated to be accomplished by SUBCONTRACTOR shall be at its own expense unless otherwise indicated. Where specific costs are to be charged to SUBCONTRACTOR, they shall be billed accordingly.

- a. CONTRACTOR will provide bench calibration services for each new permanently installed SUBCONTRACTOR-supplied instrument, at no cost to SUBCONTRACTOR, as required. Calibration will be in accordance with the specifications and coordinated through CONTRACTOR.
- b. INEEL Telecommunications System, if available for SUBCONTRACTOR's use, will be identified in the Special Conditions. Setup and use of the telephone lines shall be at SUBCONTRACTOR's own expense. Long distance calls made by SUBCONTRACTOR must be billed to a credit card or to SUBCONTRACTOR's business number. Fax facilities or other types of communication equipment shall not be available for SUBCONTRACTOR's use at the INEEL unless stated herein.
- c. Electrical Power for Construction
  - (i) Electrical power for construction purposes will be available for use by SUBCONTRACTOR as designated in the Special Conditions.
  - (ii) SUBCONTRACTOR shall be responsible for all work necessary to extend the electrical power from its available source to the construction area. At the conclusion of the project or when such temporary arrangements are no longer required, temporary equipment and systems shall be removed and the area returned to its original condition.
  - (iii) SUBCONTRACTOR shall use the electrical power furnished by CONTRACTOR cost-effectively, i.e., all reasonable measures shall be taken to avoid waste. CONTRACTOR-furnished electrical power shall not be used to power electric heaters. Built-in electric heating units in construction trailers may be used.

- (iv) All electrical distribution equipment and panels must be permanently marked to identify the disconnecting points.
- d. SUBCONTRACTOR shall provide an adequate number of portable toilets to accommodate the maximum number of SUBCONTRACTOR personnel working outside of buildings. Location and type of such temporary facilities are subject to prior approval of CONTRACTOR. Construction and maintenance of temporary toilet facilities shall be accomplished to ensure cleanliness and sanitation. All costs incurred in the construction, maintenance and removal of temporary toilets shall be borne by SUBCONTRACTOR. All temporary toilet facilities provided by SUBCONTRACTOR shall be removed to the satisfaction of CONTRACTOR prior to closeout of the Subcontract.
- e. SUBCONTRACTOR personnel may purchase meals at cafeteria facilities. These facilities are available to SUBCONTRACTOR personnel Monday through Thursday, excluding holidays. SUBCONTRACTOR personnel may also eat their lunches near the construction site in areas designated for this purpose or in their own vehicles. Disposal of all garbage or waste shall be in the proper receptacles.
- f. Pit-run Aggregate
  - (i) Pit-run aggregate is available to SUBCONTRACTOR, free of charge, in its natural ungraded and unprocessed state from existing gravel pits located at CFA, TAN and RWMC. SUBCONTRACTOR may use this as a source of backfill, embankment material or other pit-run aggregate. All necessary processing, loading and hauling for completion of the work under the Subcontract shall be the responsibility of SUBCONTRACTOR. After completion of the hauling, the area shall be reshaped to the original pile contour. Aggregate from the designated area may only be used for work being performed under the Subcontract.
  - (ii) SUBCONTRACTOR shall request from CONTRACTOR quantities of materials required from each borrow source in sufficient time to allow CONTRACTOR to process the borrow requests.

**GP-49 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, UTILITIES, IMPROVEMENTS, EXISTING VEGETATION**

1. SUBCONTRACTOR shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Subcontract. SUBCONTRACTOR shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that shall remain in-place. If any limbs or branches of trees are broken during Subcontract performance, or by the careless operation of equipment or by workmen, SUBCONTRACTOR shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by CONTRACTOR.
2. SUBCONTRACTOR shall protect from damage all existing improvements and utilities:
  - a. At or near the work site; and

- b. On adjacent property of a third party, the location of which is made known to or should be known by SUBCONTRACTOR.**
- 3. Federal law provides for the protection of antiquities located on land owned or controlled by the Government. Antiquities include Indian graves or campsites, relics and artifacts. SUBCONTRACTOR shall control the movements of its personnel at the jobsite to ensure that any existing antiquities discovered thereon shall not be disturbed or destroyed by such personnel. It shall be the duty of SUBCONTRACTOR to report the existence of any antiquities so discovered. Further, all wildlife shall be protected from destruction or injury due to SUBCONTRACTOR's operations.**

**If any unusual materials (e.g., obsidian chips or flakes, bones, darkly stained soils, "arrowheads") are encountered, SUBCONTRACTOR shall stop work immediately and notify CONTRACTOR.**
- 4. Except as required by or specifically provided for in the drawings, specifications, or other provisions of the Subcontract, SUBCONTRACTOR shall not perform any excavations, earth borrow, preparation of borrow areas, or otherwise disturb the surface soils within the construction site without the prior approval of CONTRACTOR.**

**GP-50 EXCAVATIONS, SURFACE PENETRATIONS AND INTERRUPTION OF EXISTING UTILITY SERVICES**

- 1. SUBCONTRACTOR shall obtain written approval from CONTRACTOR prior to beginning any excavation, or surface penetration work. Requests for excavation and surface penetrations shall be submitted in writing to the CONTRACTOR as early as possible but not less than twelve (12) work days prior to the scheduled start of the work.**
- 2. SUBCONTRACTOR shall make arrangements with CONTRACTOR twenty-one (21) work days, or as specified in the Special Conditions, in advance of its need for interruption of existing services and utilities. Requests for outages shall be submitted for CONTRACTOR's approval. All outages shall be arranged through CONTRACTOR.**

Every consideration shall be made to accommodate SUBCONTRACTOR's proposed date, but the exact date and time will be selected by CONTRACTOR.
- 3. Responsibility For Connecting To Existing Utility Services**
  - a. At all points where the work constructed by SUBCONTRACTOR connects to existing utilities and services, the actual work of making the necessary connection to the existing service or utility shall be arranged and coordinated through CONTRACTOR and performed by SUBCONTRACTOR at no expense to CONTRACTOR.**

Services and utilities included within this responsibility include, but are not limited to, roadways, ditches, electrical circuits, sewer lines, water lines and fencing.
  - b. The locations of existing underground services and utilities as indicated on the drawings are approximate. SUBCONTRACTOR shall be responsible for making the necessary connections in accordance with subparagraph 3.a. of this Article.**

Connections to underground services and utilities located within five feet horizontally and two feet vertically of the location shown on the drawing shall be

considered to be within the scope of this paragraph. Underground services and utilities located more than five feet horizontally and/or two feet vertically from the location indicated on the drawing shall be considered a "changed condition" and work incident thereto shall be prosecuted in accordance with the provisions of the "Differing Site Conditions" Article.

#### GP-51 OPERATIONS AND STORAGE AREAS

1. SUBCONTRACTOR shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by CONTRACTOR.
2. SUBCONTRACTOR shall furnish, at its own expense, all temporary structures, utilities and services required for its use such as offices, warehouses and shops, unless otherwise specified. The temporary buildings and utilities shall remain the property of SUBCONTRACTOR and shall be removed and the area restored to original condition by SUBCONTRACTOR at its own expense upon completion of the work, or upon CONTRACTOR's request.
3. SUBCONTRACTOR shall provide, at its own expense, all temporary heat and/or heating equipment required and shall maintain the temperatures for the various items of work as required by the manufacturer of the materials, unless the temperatures (and curing periods) are specified otherwise in the Subcontract. Temporary heating devices shall be UL or FM listed.
4. Notification to CONTRACTOR STR is required if an opening allowing outside air to enter the structure (existing or planned) may present problems. SUBCONTRACTOR shall provide the necessary weather and freeze protection and maintain ventilation.

#### GP-52 HOUSEKEEPING

1. Subcontractor shall cleanup of construction work areas on a daily. Dust control and minimized off-site tracking of sediments from construction areas and access to and around the work areas are also required. Waste and debris shall not be allowed to accumulate in such quantities as to create an unsightly appearance, a safety or fire hazard, nor shall it interfere in any way with free access to, or operation of, existing facilities. Where short-term interim storage of waste material is required, all such waste shall be placed in neat piles, clear of all structures, and adequately secured to prevent scattering by wind.
2. Construction debris stockpiled for later removal, with or without a surrounding barrier, shall have a sign at the location identifying SUBCONTRACTOR stockpiling the materials and the applicable project.

#### GP-53 REUSABLE EQUIPMENT, MATERIAL, SCRAP METAL AND OFF- SITE REMOVAL

1. SUBCONTRACTOR shall properly identify and tag all reusable material or equipment removed from any existing system structure as shown on the drawings or indicated in the specifications and not required for reuse. Such property shall be checked for contamination when applicable, and contact made with the STR for property transfer.
2. SUBCONTRACTOR shall be responsible for such property until it is transferred to CONTRACTOR and shall repair or replace such property that is damaged or lost prior



transfer. SUBCONTRACTOR shall be responsible for all loading, transporting and handling necessary to convey such material or equipment to the designated area. One copy of a receipt obtained from CONTRACTOR's designated responsible individual receiving the property from SUBCONTRACTOR shall be furnished to CONTRACTOR the STR.

3. All removed material designated by CONTRACTOR as scrap metal, including, but not limited to, structural steel, reinforcing bar, piping, fabricated metal parts and metal casting, shall be deposited at the CFA scrap metal storage area located directly east of Building CFA-601. All scrap metal must be inspected by CONTRACTOR's CFA Radiological Control Technician. SUBCONTRACTOR shall arrange through the STR for clearance of scrap metal for storage.
4. Any reusable material or equipment removed from any existing system or structure and taken off site for rework or repairs shall require a property release permit. Form 9-ID, ID Property Pass, shall be obtained from the STR and filled out by SUBCONTRACTOR. If additional space is needed for description of items removed, a separate sheet shall be filled out and signed by both SUBCONTRACTOR's superintendent and the STR. When leaving the INEEL site through a controlled access point, SUBCONTRACTOR shall show the property release permit to the INEEL Security Guard. Failure to obtain a release permit and show it to the Security Guard shall be cause for interpretation that items being removed are stolen property of the United States Government and criminal charges may be filed.

#### GP-54 USE AND POSSESSION PRIOR TO COMPLETION

1. CONTRACTOR shall have the right to take possession of, or use, any completed or partially completed part of the work. Before taking possession of, or using, any work, CONTRACTOR will furnish SUBCONTRACTOR a list of items of work remaining to be performed or corrected on those portions of the work that CONTRACTOR intends to possess or use. Failure of CONTRACTOR to list any item of work not performed shall not relieve SUBCONTRACTOR of responsibility for completing said work. A "Partial Inspection and Project Transfer" document shall initiate occupancy or use of the portion of the work described therein and must be signed by authorized representatives of SUBCONTRACTOR and CONTRACTOR.
2. While CONTRACTOR has such possession or use, SUBCONTRACTOR shall be relieved of the responsibility for the loss of or damage to the work resulting from CONTRACTOR's possession or use. If prior possession or use by CONTRACTOR delays the progress of the work or causes additional expense to SUBCONTRACTOR, an equitable adjustment will be made in the Subcontract price and/or the time of completion and the Subcontract shall be modified in writing accordingly.

#### GP-55 RESERVED

#### GP-56 WARRANTY OF CONSTRUCTION

1. In addition to any other warranties in the Subcontract, SUBCONTRACTOR warrants that work performed under the Subcontract conforms to the Subcontract requirements and is free  
  
of any defect in equipment, material, SUBCONTRACTOR-furnished design, or workmanship performed by SUBCONTRACTOR.

2. This warranty shall continue for a period of one year from the date of partial or final acceptance of the work, whichever occurs first, as documented by a fully executed Inspection and Project Transfer form. If CONTRACTOR takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date CONTRACTOR takes possession.
3. For items repaired under warranty, the warranty shall extend for one year after the date of repair or replacement. SUBCONTRACTOR shall restore, and the warranty shall extend for one year after the date restoration is complete, any work damaged in fulfilling the provisions of this Article.
4. The SA will notify SUBCONTRACTOR, in writing, within a reasonable time after the discovery, of any failure, defect, or damage. SUBCONTRACTOR shall initiate corrective action within 2 workdays from the date of receipt of notice from CONTRACTOR.
5. Items Repaired Under Warranty
  - a. SUBCONTRACTOR shall remedy at SUBCONTRACTOR's expense any failure to conform or any defect. In addition, SUBCONTRACTOR shall remedy at SUBCONTRACTOR's expense any damage to Government-owned or Government-controlled real or personal property, when that damage is the result of:
    - (i) SUBCONTRACTOR's failure to conform to Subcontract requirements; or
    - (ii) Any defect in equipment, material, workmanship, or design furnished.
  - b. If SUBCONTRACTOR fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, CONTRACTOR shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at SUBCONTRACTOR's expense.
6. With respect to all warranties, express or implied, from lower-tier subcontractors, manufacturers, or suppliers, for work performed and materials furnished under the Subcontract, SUBCONTRACTOR shall:
  - a. Obtain all warranties that would be given in normal commercial practice;
  - b. Require all warranties to be executed, in writing, for the benefit of CONTRACTOR, if directed by the SA; and
  - c. Enforce all warranties for the benefit of CONTRACTOR, if directed by the SA.
7. In the event SUBCONTRACTOR's warranty to CONTRACTOR under this Article has expired, CONTRACTOR may bring suit at its expense to enforce a lower-tier subcontractor's, manufacturer's or vendor's warranty that exceeds such expiration.
8. This warranty shall not limit CONTRACTOR's rights with respect to latent defects, gross mistakes or fraud.

#### GP-57 TRANSPORTATION OF HAZARDOUS WASTE

The CONTRACTOR will ship all hazardous waste generated at the INEEL, regardless of the generating entity. SUBCONTRACTOR shall notify the STR when hazardous waste requires

shipment.

**GP-58 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION**

- 1. In performing work under this contract, the SUBCONTRACTOR shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The SUBCONTRACTOR shall exercise a degree of care commensurate with the work and the associated hazards. The SUBCONTRACTOR shall ensure that management of ES&H functions and activities becomes an integral but visible part of the SUBCONTRACTOR'S work planning and execution processes. The SUBCONTRACTOR shall, in the performance of work, ensure that:**
  - a. Line management is responsible for the protection of employees, the public, and the environment. Line management includes those Subcontractor and lower-tier subcontractor employees managing or supervising employees performing work.**
  - b. Clear and unambiguous lines of authority and responsibility for ensuring ES&H are established and maintained at all organizational levels.**
  - c. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.**
  - d. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.**
  - e. Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.**
  - f. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.**
  - g. The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by Contractor and the Subcontractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the Subcontractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System, either through the Subcontractors' system or the Contractors' system, whichever is governing.**
- 2. The SUBCONTRACTOR shall manage and perform work in accordance with a documented Safety Management System (System) or in accordance with CONTRACTORS' system that fulfills all conditions in paragraph (1) of this Article at a minimum. Documentation of the System shall describe how the contractor will:**
  - a. Define the scope of work;**

- b. Identify and analyze hazards associated with the work;**
  - c. Develop and implement hazard controls;**
  - d. Perform work within controls; and**
  - e. Provide feedback on adequacy of controls and continue to improve safety management.**
- 3. The System shall describe how the SUBCONTRACTOR will establish, document, and implement safety performance objectives, performance measures, and commitments. The System shall also describe how the CONTRACTOR will measure system effectiveness.**
- 4. The SUBCONTRACTOR shall submit, as appropriate, to the Subcontract Administrator, documentation of its System for review and concurrence. Dates for submittal, discussions, and revisions to the System will be established by the Subcontract Administrator. Guidance on the preparation, content, review, and approval of the System will be provided by the Subcontract Administrator.**
- 5. The SUBCONTRACTOR shall comply with, and assist the Department of Energy and CONTRACTOR in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives. The SUBCONTRACTOR shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.**